

1 A. Barry Cappello (CSB No. 037835)
2 abc@cappellonoel.com
3 Lawrence J. Conlan (CSB No. 221350)
4 lconlan@cappellonoel.com
5 Wendy D. Welkom (CSB No. 156345)
6 wwelkom@cappellonoel.com
7 **CAPPELLO & NOËL LLP**
8 831 State Street
9 Santa Barbara, CA 93101-3227
10 Telephone: (805)564-2444
11 Facsimile: (805)965-5950
12 *Attorneys for Plaintiff*

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

15 KEVIN MICHAEL BROPHY, JR., an
16 individual,

17 Plaintiffs,

18 v.

19 BELCALIS ALMANZAR aka CARDI B,
20 an individual; KSR GROUP, LLC, a New
21 York limited liability company;
22 WASHPOPPIN, INC., a New York
23 corporation; and DOES 1-20, inclusive,

24 Defendants.

Case No. 8:17-cv-01885-CJC(JPRx)

Hon. Cormac J. Carney,
U.S. District Judge

**SUPPLEMENTAL
DECLARATION OF LAWRENCE
J. CONLAN IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO
DEFENDANTS' MOTION TO
DISMISS [F.R.C.P. RULE 12(B)]**

**[FILED PURSUANT TO ORDER
DATED AUGUST 19, 2019]**

Hearing Date: August 26, 2019

Time: 1:30 pm

Location: 7C

Complaint filed: 10/26/17

Pre-Trial Conf.: Not Yet Set

Trial Date: Not yet Set

SUPPLEMENTAL DECLARATION OF LAWRENCE J. CONLAN

I, Lawrence J. Conlan, declare as follows:

I am a partner in the law firm of Cappello & Noël LLP, and I am counsel of record for Plaintiff in this matter. I make this Declaration of my own personal knowledge, and if called to do so, I could testify competently to the matters stated herein.

Deposition Transcripts

1. Attached hereto as Exhibit A is a true and correct copy of excerpts of the transcript of the January 8, 2019 deposition of Klenord Raphael, aka “Shaft”, the designated Person Most Knowledgeable for Defendant KSR Group, LLC.

2. Attached hereto as Exhibit B is a true and correct copy of excerpts of the transcript of the April 19, 2019 deposition of Defendant Belcalis Almanzar, aka “Cardi B”.

Documents Produced During Jurisdictional Discovery

3. Attached hereto as Exhibit C is a true and correct copy of a Digital Distribution Agreement, produced by Defendants during jurisdictional discovery and bates-stamped KSR00014-KSR00025.

4. Attached hereto as Exhibit D is a true and correct copy of an Agreement with WB Music Corp. dated September 15, 2017, produced by Defendants during jurisdictional discovery and bates-stamped KSR00026-KSR00044.

5. Attached hereto as Exhibit E is a true and correct copy of a November 17, 2017 email from Heather Lowery of Live Nation, produced by Defendants during jurisdictional discovery and bates-stamped KSR00060.

6. Attached hereto as Exhibit F is a true and correct copy of sales figures for *Gangsta Bitch* for 2016 and 2017, produced by Defendants during jurisdictional discovery and bates-stamped KSR00061-KSR00062.

7. Attached hereto as Exhibit G is a true and correct copy of an Excel

1 spreadsheet, produced in native format by Defendants during jurisdictional
2 discovery titled "Copy of Cardi B 2016-2017 performances.xlsx".

3 8. Attached hereto as Exhibit H is a true and correct copy of a set of
4 images produced by Defendants during jurisdictional discovery and bates-stamped
5 KSR00001-00006.

6 9. Attached hereto as Exhibit I is a true and correct copy of an Agreement
7 dated September 28, 2016, between Atlantic Recording Corporation and Defendant
8 Washpoppin, Inc., produced by Defendants during jurisdictional discovery and
9 bates-stamped KSR00079-KSR00115.

10 10. Attached hereto as Exhibit J is a true and correct copy of a recording
11 contract dated October 17, 2016, between Defendant KSR Group LLC and
12 Defendant Belcalis Almanzar, noticed as Deposition Exhibit 13 at the January 8,
13 2019 deposition of Raphael Klenord, the designated Person Most Knowledgeable
14 for Defendant KSR Group, LLC.

15 11. Attached hereto as Exhibit K is a true and correct copy of a series of
16 social media posts, noticed as Deposition Exhibits 14, 15, 16, 17, 18, 20, 21, 22 and
17 23 at the January 8, 2019 deposition of Raphael Klenord, the designated Person
18 Most Knowledgeable for Defendant KSR Group, LLC.

19 12. Attached hereto as Exhibit L is a true and correct copy of a series of
20 social media posts, noticed as Deposition Exhibits 24, 25, 26, 27, 32 and 33 at the
21 January 8, 2019 deposition of Raphael Klenord, the designated Person Most
22 Knowledgeable for Defendant KSR Group, LLC.

23 13. Attached hereto as Exhibit M is a true and correct copy of a series of
24 social media posts, noticed as Deposition Exhibits 28, 29, 30, 31, 34, 35 at the
25 January 8, 2019 deposition of Raphael Klenord, the designated Person Most
26 Knowledgeable for Defendant KSR Group, LLC and Deposition Exhibits 44 and 49
27 at the April 19, 2019 deposition of Belcalis Almanzar.

28 14. Attached hereto as Exhibit N is a true and correct copy of a series of

1 social media posts, noticed as Deposition Exhibits 37 and 38.

2 15. Attached hereto as Exhibit O is a true and correct copy of a social
3 media post, noticed as Deposition Exhibits 47 and 51 at the April 19, 2019
4 deposition of Belcalis Almanzar.

5 16. Attached hereto as Exhibit P is a true and correct copy of a social
6 media post, noticed as Deposition Exhibit 50 at the April 19, 2019 deposition of
7 Belcalis Almanzar.

8 **Discovery Responses and Correspondence**

9 17. Attached hereto as Exhibit Q are true and correct copies of
10 Defendants' responses to Plaintiff's special interrogatories propounded in response
11 to the Court's order granting leave to conduct jurisdictional discovery.

12 18. Attached hereto as Exhibit R is a true and correct copy of a May 8
13 email exchange between Plaintiff and Defendants' counsel.

14 19. Attached hereto as Exhibit S is a true and correct copy of a February
15 14, 2019 email sent to Defendants' counsel regarding Defendant Cardi B's removal
16 of her Instagram page.

17
18 I declare under penalty of perjury that the foregoing is true and correct.

19 Executed the 20th day of August, 2019, at Santa Barbara, California.

20
21 /s/Lawrence J. Conlan
22 Lawrence J. Conlan
23
24
25
26
27
28

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

KEVIN MICHAEL BROPHY, JR.,)
AN INDIVIDUAL,)
)
PLAINTIFF,)
)
vs.) CASE NO. 8:17-CV-
) 01885-CJC(JPRx)
BELCALIS ALMANZAR AKA CARDI B,)
AN INDIVIDUAL; KSR GROUP, LLC,)
A NEW YORK LIMITED LIABILITY)
COMPANY; WASHPOPPIN, INC.,)
A NEW YORK CORPORATION; AND)
DOES 1-20, INCLUSIVE,)
)
)
DEFENDANTS.)
-----)

DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF KSR
GROUP, LLC, KLENORD SHAFT RAPHAEL
TUESDAY, JANUARY 8, 2019

JOB NO: 3188607
REPORTER: JESSICA N. NAVARRO, C.S.R. NO. 13512

1 DEPOSITION OF KLENORD SHAFT RAPHAEL, PMK, TAKEN ON
2 BEHALF OF PLAINTIFF AT 11:04 A.M., ON TUESDAY, JANUARY
3 8, 2019, AT 1755 WEST HIGHLAND AVENUE, 19TH FLOOR,
4 HOLLYWOOD, CALIFORNIA, BEFORE JESSICA N. NAVARRO, C.S.R.
5 NO. 13512, PURSUANT TO NOTICE.

6
7 APPEARANCES OF COUNSEL

8
9 FOR PLAINTIFF:

10 CAPELLO & NOEL, LLP

BY: LAWRENCE J. CONLAN, ATTORNEY AT LAW

11 831 STATE STREET

SANTA BARBARA, CALIFORNIA 93101

12 805.564.2444

LCONLAN@CAPPELLONOEL.COM

13
14 FOR DEFENDANTS:

15 ALAN G. DOWLING, APC

BY: ALAN G. DOWLING, ATTORNEY AT LAW

16 1043 PACIFIC STREET

SANTA MONICA, CALIFORNIA 90405

17 818.679.6395

AGDOWLING@AOL.COM

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Page 2

1 HOLLYWOOD, CALIFORNIA

2 TUESDAY, JANUARY 8, 2019, 11:04 A.M.

3 -0-

4

5 (Prior to the deposition commencing,
6 all counsel stipulated to waive the
7 reporter read on and read off
8 pursuant to Federal Rule 30.)

9

10 KLENORD SHAFT RAPHAEL,
11 having been duly administered an oath by the
12 reporter, was examined and testified as follows:

13

14 EXAMINATION

15 BY MR. CONLAN:

16 Q So, I'm Larry Conlan. I represent
17 plaintiff in this case. We met briefly off the
18 record. You understand you're having your
19 deposition taken today?

20 A Yes.

21 Q Have you had your deposition taken before?

22 A For this case?

23 Q In any other case.

24 A I have.

25 Q Okay. How many times?

Page 6

1 A Once.

2 Q Okay. How long ago was it?

3 A Two months ago.

4 Q Okay. Was that in the case between you
5 and Cardi B?

6 A No.

7 Q Okay. Was that it in a case in which you
8 were a litigant?

9 A No.

10 Q You were just a fact witness --

11 A Yes.

12 Q -- in the case?

13 Okay. Well, the basic process today is
14 that I'm going to be asking you questions. The
15 court reporter is going to be transcribing your
16 answers. Give me a moment to make sure my question
17 is finished before you answer so we have a clean
18 record. Do you understand that?

19 A Yes.

20 Q Seems like you're a pretty busy man. So,
21 if you need to take a break at some point, let me
22 know we can take a break. I just ask that you don't
23 take any breaks while a question is pending. Do you
24 understand that?

25 A Gotcha.

1 Q You understand you're under oath today?

2 A Yes.

3 Q When the deposition is over you're going
4 to have a chance to review the transcript that the
5 court reporter prepares and you will have an
6 opportunity to make some corrections of the
7 transcript if necessary. Do you understand that?

8 A Yes.

9 Q And do you understand that if you make
10 corrections or changes that are material, I will
11 have an opportunity to comment on that in front of a
12 judge or a jury. Do you understand that?

13 A Yes.

14 Q And if I do that, it may affect your
15 credibility as a witness. Do you understand that?

16 A Yes, I do.

17 Q Okay. Do I have your full attention to
18 testify --

19 A Yes, you do.

20 Q -- at the moment?

21 A Yes.

22 Q Okay. And as I ask you questions today,
23 may I address you as Shaft or do you want me to
24 address you --

25 A Mr. Raphael is fine.

1 Q Okay. And when -- your recollection is
2 that Cardi B was only out here for two events?

3 A She was out here at that time for two
4 events.

5 Q When you say "that time," what time period
6 are you referring to?

7 A I don't exactly remember the exact time
8 period that was required. But whatever was required
9 is when. She wasn't out here too much.

10 Q When did you start representing Cardi B?

11 A I managed Cardi maybe 2013.

12 Q When you began managing her was that
13 through KSR?

14 A No.

15 Q Was that through World Star?

16 A Yeah.

17 Q And at what point did you enter into an
18 agreement between KSR and Cardi B?

19 A That was late. That was probably at least
20 2015 or '16.

21 Q Okay. So from 2013 when you began -- when
22 World Star began managing Cardi B until the time
23 that World Star/KSR and Cardi B no longer had a
24 contractible relationship, how many times did you
25 arrange for Cardi B to visit California?

1 A That would be twice.

2 Q And when you did that, did you arrange her
3 flights?

4 A Yes.

5 Q Did you arrange her travel within
6 California?

7 A Yes.

8 Q Did you arrange --

9 A I didn't.

10 Q Someone on your behalf?

11 A The travel agency did.

12 Q Okay. And you or someone on your behalf
13 asked the travel agent to do that?

14 A Yes.

15 Q Okay. And that was on behalf of World
16 Star or KSR or both?

17 A No. It was on behalf of really just --
18 just me as World Star.

19 Q Okay. And why don't you describe for the
20 record the relationship between KSR and Cardi B?

21 A The relationship between KSR and Cardi B?

22 Q Yeah.

23 MR. DOWLING: You can talk about the
24 nature of the business relationship.

25

1 BY MR. CONLAN:

2 Q Correct.

3 A KSR is a record label.

4 Q Okay. And what does a record label do for
5 its clients like Cardi B?

6 A Market records.

7 Q Okay.

8 A That's it.

9 Q And does KSR have the right to records?
10 Does it own rights to records that it markets?

11 A Does it own the rights to the records that
12 it markets? Part of -- that's a good question. I'm
13 not sure because I got -- technically, I don't know
14 if Atlantic owns it. I'm not sure.

15 Q Before Atlantic Recording came into the
16 picture, did KSR own any rights to Cardi B's music?

17 A Before, yes.

18 Q Okay. And what rights did it own?

19 A I'm not exactly sure of the question
20 because -- but because she signed a label, I own
21 rights to the music.

22 Q Okay. I'm going to ask you a couple
23 questions. I'm just going to go back to documents.

24 A That's fine.

25 Q Did you or anyone on behalf of KSR make

1 when you asked him to do the artwork for the mix
2 tape?

3 A To put together -- I gave him the -- put
4 together the cover of the mix tape and forwarded him
5 pictures.

6 Q Did you give him guidance on what you
7 wanted it to look like?

8 A No. Just gave him pictures. Yeah, he got
9 pictures really.

10 Q All right.

11 A So there's really no guidance.

12 Q Were you the one who set up the photo
13 shoot that was used in part for the cover of the mix
14 tape?

15 A Yeah.

16 Q Okay. And that's the photo of Cardi B
17 sitting in the back of the limo?

18 A Yeah, with the model.

19 Q With the Corona with the model?

20 A Uh-huh.

21 Q And where did that photo shoot take place?

22 A Canada.

23 Q Where in Canada?

24 A Toronto.

25 Q And when you sent the photo to Timothy

1 Gooden, there was a -- the model had a tattoo of
2 Calvin and Hobbs on his back; is that right?

3 A He had tattoos on his back.

4 Q Yeah. Okay. Did you tell Timothy Gooden
5 you wanted some other kind of tattoos on the model's
6 back instead?

7 A No. Timothy added tattoos on his back.

8 Q And did you talk to him about where he got
9 the images of the tattoos that he added --

10 A No.

11 Q -- on his back?

12 A Huh-uh.

13 Q Remember to wait until I'm finished asking
14 the question --

15 A Sorry.

16 Q -- before you answer.

17 Okay. We'll come back to that. Were you
18 responsible for marketing Gangsta Bitch Volume 1?
19 You -- and when I say "you," I'm talking about KSR.

20 A No.

21 Q Who is involved with or employed by or a
22 member of KSR?

23 A At that time all the marketing was done on
24 Cardi's social.

25 Q What does that mean?

1 A That means all the marketing was done via
2 Instagram.

3 Q Okay. And the marketing that was done via
4 Instagram was that done at your direction?

5 A Partly, yeah.

6 Q Does KSR have any employees?

7 A No.

8 Q How many members does it have?

9 A One, just me.

10 Q Just you; right?

11 A Uh-huh.

12 Q Okay. So if anything is done by KSR, it's
13 done at your direction; correct?

14 A It's partly me and the artist.

15 Q Okay.

16 A It's not just me by myself.

17 Q Right. But if it's something that's a
18 direction that's coming from KSR, it's a direction
19 that comes from perhaps with consultation with
20 whatever artist --

21 A And artist, correct.

22 Q -- you're working with?

23 And how many artists do you work with?

24 A Three.

25 Q How many artists did KSR work with between

1 A Currently three.

2 Q Who are they?

3 A The ones I mentioned.

4 Q Okay. But you don't -- now, World Star
5 nor KSR represents Cardi B; right?

6 A Actually, I take that back. Only two.

7 Q Okay. HoodCelebrityy and Josh X?

8 A Right. Just Josh X.

9 Q And not HoodCelebrityy?

10 A I don't manage HoodCelebrityy.

11 Q So going back to KSR, currently KSR
12 markets for Josh X and HoodCelebrityy?

13 A As the label.

14 Q Okay. Got it.

15 A That's why.

16 Q Okay. And -- and so you said that when
17 you were marketing the Gangsta Bitch Volume 1 Mix
18 Tape for Cardi B in consultation with Cardi B, it
19 was done through social media?

20 A Yes.

21 Q Was that the only platform that was used?

22 A Yes.

23 Q Did KSR have merchandising rights to
24 Cardi B's merchandise?

25 A Yes.

1 A Uh-huh.

2 Q Okay. You have worked in the past with a
3 lawyer named Rick Joseph in L.A?

4 A Yes.

5 Q For how long?

6 A From when I began managing Cardi.

7 Q So you didn't work with Mr. Joseph until
8 2015 or 2013?

9 A Whenever I started working with --
10 whenever Cardi went on television is when Joseph
11 started working with Cardi.

12 Q How did you meet Mr. Joseph?

13 A Meek Mill introduced me. Mill's manager
14 introduced me to him.

15 Q Macmillian?

16 A Meek Mill's manager.

17 Q Meek Mill's?

18 A Yes.

19 Q And who is Meek Mill's manager?

20 A I forget his name. It's been a long time?

21 Q When you've done work for other artists,
22 other than Cardi B, have you also worked through
23 Mr. Joseph in preparing contracts and negotiating
24 contracts on their behalf?

25 A With Joseph did -- yes.

1 Q Do you still work with Mr. Joseph?

2 A Here and there, not as much.

3 Q How many times have you come to California
4 to meet with Mr. Joseph?

5 A We spoke on the phone.

6 Q How many times?

7 A How many times we spoke on the phone?

8 Q Yeah.

9 A Often.

10 Q Often?

11 A I mean, when he's negotiating the deal for
12 Love and Hip Hop actually we spoke on the phone for
13 like a while.

14 Q So starting around 2013?

15 A When -- starting around when Cardi was on
16 TV, yes.

17 Q Do you recall that being around 2013?

18 A Whenever that was. I -- '13 or '15,
19 whenever it was.

20 Q Approximately, 2013/2014; is that fair?

21 A Yeah. Whenever she was on TV.

22 Q When you began working with Mr. Joseph and
23 talking to him on the phone frequently, would you
24 say you spoke with him on the phone a couple times a
25 week?

1 A No, not that often.

2 Q Couple times a month on average?

3 A Probably twice a month.

4 Q Okay. From that period of time until
5 when?

6 A Until --

7 Q Currently?

8 A Not currently. Until maybe 2016.

9 Q So from 2013 or '14 until around 2016 you
10 spoke with Mr. Joseph on the phone a couple times a
11 month on average?

12 A Yeah.

13 Q Okay. And Mr. Joseph is located in
14 Beverly Hills; correct?

15 A Yeah.

16 Q Okay. And do you have a client retainer
17 agreement with Mr. Joseph?

18 A Yes.

19 Q On behalf of KSR?

20 A Yes.

21 Q Yes?

22 MR. DOWLING: You're extremely patient
23 about all this. As you know the court ordered this
24 discovery be conducted with respect to three
25 specific issues identified in the Court's order.

1 Q This is an image that Tim Gooden prepared?

2 A No. 4?

3 Q Yeah.

4 A Okay.

5 Q Is that right?

6 A Yes.

7 Q And the original photo that you sent to
8 him, is that on page six?

9 MR. DOWLING: What do you mean that he
10 sent to him? There's no testimony to that effect.

11 MR. CONLAN: All right. Let me ask him.

12 BY MR. CONLAN:

13 Q Do you see the image on page six?

14 A Yes.

15 Q Is that an image that was created during
16 the photo shoot that you coordinated for Cardi B in
17 Toronto?

18 A Yes.

19 Q Did you take that image and send it to
20 Nojo?

21 A Yes.

22 Q Okay. And what did you tell him?

23 A Clean it up.

24 Q Okay. And so he cleaned it up by
25 basically finding a different tattoo and photo

1 shopping onto the model?

2 A Yeah.

3 Q Is that your understanding?

4 A That's what he did, yeah.

5 Q Do you know where he got the image --

6 A No idea.

7 Q -- for the photo shop? Did you ever ask
8 him?

9 A No.

10 Q During the course of this litigation have
11 you ever contacted Nojo and asked him where he got
12 the image?

13 A Yes.

14 Q And what did he say?

15 A On the internet.

16 Q Did he say where?

17 A No.

18 Q Did you ask him where?

19 A He said on the internet. I did. He said
20 on the internet. He Googled it.

21 Q How did he Google it?

22 A I have no idea.

23 Q Did you tell him that a lawsuit had been
24 filed by the person whose tattoo it was that appears
25 on the model now?

1 A Definitely.

2 Q Yeah. What did he say?

3 A He said, wow.

4 Q Yeah. Did you ask him if he made any
5 efforts to contact the person who has the tattoo on
6 his back?

7 A No.

8 Q You didn't ask him?

9 A No.

10 Q How much did you pay Nojo to do this work?

11 A He might have charged me \$200.

12 Q Does Nojo do all of your graphic design
13 work?

14 A Not all, no.

15 Q This will be Exhibit 3.

16 (Whereupon, Plaintiff's Exhibit 3 was
17 marked for identification by the court
18 reporter and attached hereto.)

19 BY MR. CONLAN:

20 Q Do you recognize this document? For the
21 record this is Bates-stamped KSR 7 through -- it's
22 two-sided, KSR7 through 13.

23 A Yeah.

24 Q What is it?

25 A It's a recording agreement.

1 Q Yes.

2 A Klenord Shaft Raphael.

3 Q Okay. And Kollektive Sound Recording
4 Group is what?

5 A I have no idea.

6 Q Was that an error, do you know on this
7 agreement? Do you see where --

8 A Yeah, I see it. Yeah.

9 Q You don't know where that came from?

10 A No, I don't know where that came from.

11 Q That's not an entity that you --

12 A Uh-huh.

13 Q -- control?

14 A No.

15 Q That's not an entity you ever formed?

16 A No.

17 Q But this was an agreement that was being
18 negotiated between KSR Group and Atlantic
19 Corporation?

20 A Yes.

21 Q On your behalf of KSR?

22 A Yes.

23 Q And for what artists or what artist was
24 this intended to include?

25 A Cardi B.

1 Q Just Cardi B?

2 A Uh-huh.

3 Q And did Mr. Joseph negotiate other similar
4 agreements on behalf of KSR for other artists that
5 KSR represents?

6 A Yes.

7 Q For whom?

8 A HoodCelebrityy.

9 Q Okay. Set that aside. So when I finish
10 with these, you can just kind of turn them over and
11 keep them in the same order so the court reporter
12 can take them at the end of the day.

13 A Cool.

14 Q This is going to be Exhibit 4.

15 (Whereupon, Plaintiff's Exhibit 4 was
16 marked for identification by the court
17 reporter and attached hereto.)

18 BY MR. CONLAN:

19 Q Exhibit 4 is a document entitled Empire
20 Distribution -- Digital Distribution Agreement and
21 it's stamped KSR14 through 20 -- 24 and it's also
22 two sided. Do you recognize this document?

23 A Yeah.

24 Q What is it?

25 A Distribution agreement.

1 Q Is this the final agreement?

2 A Yes.

3 Q Okay. And this is a distribution
4 agreement between KSR Group and Empire?

5 A Yeah.

6 Q And Empire is located in San Francisco?

7 A I'm not sure.

8 Q Do you see where it says licensee and it's
9 got Empire's name?

10 A Yep.

11 Q Maiden Lane in San Francisco, California.

12 A Yes.

13 Q Who negotiated this agreement on behalf of
14 KSR?

15 A I think I might have.

16 Q Did Rick Joseph have any role in
17 negotiating this agreement?

18 A I don't remember. I don't think so.

19 Q There are some initials on the bottom
20 right corner of each page, KR, are those your
21 initials?

22 A My initials.

23 Q And then if you turn to the last page
24 where it says or -- I'm sorry, 22 where it says
25 licensor. It says signature and that's your

1 signature there?

2 A Yes.

3 Q Leonard Raphael?

4 A What page?

5 Q 22.

6 A 22, yeah, that's my signature.

7 Q And on 24 there's another signature there?

8 A Yeah.

9 Q And that's the direct deposit form?

10 A Yeah.

11 Q Okay. And Ghazi Shami, am I pronouncing
12 that right?

13 A It's the owner?

14 Q Yeah.

15 A Yeah.

16 Q Is he the guy who you negotiated this
17 contract with?

18 A No. We negotiated with somebody else.

19 Q Do you have a copy of this signed by
20 Mr. Shami?

21 A I don't -- I'm not sure.

22 Q Do you understand this to be the final
23 agreement between KSR and Empire?

24 A No. They -- he would have to sign it and
25 send it to me, so this may not be the final.

1 Q Okay. Did you search for any copies that
2 he had signed and sent to you?

3 A I'm not sure. I don't remember.

4 Q Okay. What is the purpose of this
5 agreement?

6 A It's a distribution agreement.

7 Q For what?

8 A Basically distribute music on all
9 platforms.

10 Q Okay. For what artist?

11 A Cardi, it's for Cardi.

12 Q Just for Cardi?

13 A At this time just for Cardi, yeah.

14 Q And this time is?

15 A 2015.

16 Q December 2015?

17 A Yeah.

18 Q And so it says there in No. 2 Content. It
19 says "Licensor owns and/or controls 100 percent of
20 the sound recordings delivered to licensee." See
21 that?

22 A Uh-huh.

23 Q Okay. And licensor is KSR Group; correct?

24 A Uh-huh.

25 Q So any sound recordings of Cardi B you

1 were representing that or KSR was representing here
2 that it owned and controlled them at this time?

3 A At this time, yeah.

4 Q And if you can turn to page seven of the
5 contract, it's the Bates-stamp 20. There's a
6 paragraph No. 12.

7 A Uh-huh.

8 Q See that?

9 A Yeah.

10 Q Okay. And it's a mediation arbitration
11 provision?

12 A Yes, uh-huh.

13 Q It says that "The controversy or claim
14 shall be settled by three arbitrators and all
15 hearings shall be held in San Francisco,
16 California." Do you see that?

17 A Uh-huh.

18 Q And further down it says "In rendering the
19 award, the arbitrator shall interpret this agreement
20 it accordance with the substantive laws of
21 California." Do you see that?

22 A Uh-huh.

23 Q And that's what you agreed to when you
24 signed this contract?

25 A Yep.

1 Q Have there been any disputes with Empire?

2 A No.

3 Q So how much has Empire paid you or paid
4 KSR pursuant to this agreement?

5 A I have no clue. No clue whatsoever.

6 Q Did you, and for the purposes of this
7 case, collect information demonstrating how much KSR
8 received from Empire?

9 A Yeah, my assistant gave it to Alan.

10 Q You think so?

11 A I think she did.

12 MR. DOWLING: And we gave it to you.

13 BY MR. CONLAN:

14 Q I'm going to hand you No. 5.

15 A Okay.

16 (Whereupon, Plaintiff's Exhibit 5 was
17 marked for identification by the court
18 reporter and attached hereto.)

19 BY MR. CONLAN:

20 Q No. 5 for the record is a -- looks like a
21 letter agreement between WB Music Corp., and I don't
22 know if it's KSR or you individually. But it's
23 Bates-stamped KSR 26 through 44 and it's two sided.
24 Do you recognize this document?

25 A Yes.

1 Q Okay. Why don't you tell me for the
2 record what it is?

3 A This is a publishing agreement.

4 Q Between -- and who are the parties to it?

5 A Warner/Chappell and myself.

6 Q You individually, not KSR?

7 A Me individually, nothing to do with KSR.

8 Q And what artist is it intended to cover?

9 A All my -- any artist. It's not artist
10 specific.

11 Q So was this intended to cover -- or did
12 this, when it was signed, include Cardi B?

13 A Yeah, any artists that I have worked with.

14 Q Okay. September of 2017 you were working
15 with Cardi B?

16 A Yeah, I was working with Cardi B,
17 HoodCelebrityy. Any artist, not just Cardi.

18 Q And this was negotiated on your behalf by
19 Rick Joseph in Beverly Hills?

20 A Uh-huh.

21 Q And this is called an exclusive
22 administration agreement, you called it a publishing
23 agreement. Do you --

24 A It's the same thing.

25 Q Okay. If you turn to the page stamped 35.

1 A Uh-huh.

2 Q There's a paragraph 8.1.4. And this has
3 to do with claims made against Warner/Chappell
4 Music; right?

5 A Uh-huh.

6 Q That paragraph?

7 A Okay.

8 Q And is that correct?

9 A Yes.

10 Q And it's talking about if claims are made
11 then Warner/Chappell will withhold a certain amount
12 of money; is that correct?

13 A Yep.

14 Q Okay. Now, Warner/Chappell is located in
15 san -- Los Angeles, California; correct? You can go
16 ahead and turn to the first page again.

17 A Yep.

18 Q You understood at the time that this
19 contract was being negotiated at the time by your
20 attorney located in Beverly Hills with WB Music
21 corp. care of Warner/Chappell music also located in
22 Los Angeles, California; correct?

23 A I didn't know where they were located to
24 tell you the truth.

25 Q You understand now that this is where

1 they're located, at least as of this time?

2 A I see it now on the document.

3 Q Okay. So going back to the 8.1.4 it's
4 referring to the amount on legal hold. It's talking
5 about refunds and it refers to interest on the
6 amount released at the regular savings and loan pass
7 book interest rate prevailing in Los Angeles from
8 time to time. Do you see that?

9 A Yep.

10 Q Okay. And if you turn to page 13 of the
11 agreement, Bates-stamp 38.

12 A Yes.

13 Q That's your signature there, agreed and
14 accepted?

15 A Yes, it is.

16 Q If you look to the top of that page 11.1
17 it says "This agreement has been entered into and to
18 be interpreted in accordance with the laws of the
19 State of California." Do you see that?

20 A Yes, I do.

21 Q And that's what you agreed to?

22 A Yep.

23 Q Okay. Turn to page 14 of the agreement if
24 you could, Bates-stamp 39.

25 A Okay.

1 Q There's "Schedule A, Existing
2 Compositions" and that refers to something else. It
3 says "See Attached." And question for you is
4 what -- what was supposed to be attached to that?

5 A I don't know what was attached to it.

6 Q Well, existing Compositions, what is your
7 understanding of what that means?

8 A I'm not sure if it's a composition of all
9 the artists or for just Cardi. So I'm not sure.
10 It's probably previous music, but I'm not sure if
11 it's all --

12 Q Okay.

13 A -- or some. I'm not sure.

14 Q So at a minimum it included Cardi; right?

15 A Yes.

16 Q Does that mean it included Gangsta Bitch
17 and songs appearing on Gangsta Bitch?

18 A Is this included? I'm not sure. I'd
19 assume so.

20 Q Okay.

21 A I'd assume so. This deal -- this deal
22 wasn't really centered around Gangsta Bitch music.

23 Q Excuse me?

24 A This deal wasn't really centered around
25 Gangsta Bitch Music.

1 A And the VMAs, yes. But the others, ESPN,
2 Star, Queen Sugar, Dance Battle, no idea.

3 Q Could they be for other artists that you
4 represent?

5 A I'm not -- none of my artist appeared on
6 those shows.

7 Q Okay.

8 A None of my other artists.

9 Q All right. I'm going to hand you Exhibit
10 6.

11 (Whereupon, Plaintiff's Exhibit 6 was
12 marked for identification by the court
13 reporter and attached hereto.)

14 BY MR. CONLAN:

15 Q Exhibit 6 for the record is stamped KSR60
16 through 62. And this is an email from a woman named
17 Heather Lowery at Live Nation to a gentleman by the
18 name of Mark Cheatham --

19 A Uh-huh.

20 Q -- at CAA, what is that?

21 A Live Nation.

22 Q What is CAA? Creative Artists?

23 A Creative Artists. Yeah, it's a talent
24 agency.

25 Q Right. And what is your connection or

1 KSR's connection to Live Nation or Creative Artists?

2 A They just book talent.

3 Q Okay. And what is -- so do you have --
4 does KSR have a contract with Live Nation?

5 A No.

6 Q What -- does Live Nation make money
7 working with KSR?

8 A They make money off whatever they book.

9 Q Okay. And is that through an agreement
10 with KSR?

11 A No agreement, no. They just -- they
12 just -- if they have a situation, then they bring it
13 to us.

14 Q So when you say "no agreement," you mean
15 no written agreement?

16 A Yeah, there's no agreement.

17 Q How do you determine how much money Live
18 Nation makes if they book for KSR?

19 A They ask for 10 percent.

20 Q They ask for 10 percent?

21 A Yeah.

22 Q Does KSR pay 10 percent?

23 A If we agree to what they say, yeah.

24 Q Has KSR paid Live Nation 10 percent for
25 any artist at any time?

1 A Yeah, all -- any artists. All the
2 artists.

3 Q Okay. Heather Lowery from KSR is located
4 in Beverly Hills?

5 A She's not from KSR.

6 Q I mean, Live Nation.

7 A I guess, I take it, yes.

8 Q And where is Mark Cheatham located?

9 A Mark I -- Mark? From -- I guess he's from
10 L.A. as well.

11 Q Okay. So this is an email from Heather
12 Lowery to Mark Cheatham and she's describing two
13 scenarios for Cardi B appearances; correct?

14 A Yeah, we never did this.

15 Q Okay.

16 A We never did this.

17 MR. DOWLING: Counsel, I have a question
18 about this exhibit when you're done.

19 MR. CONLAN: Yeah.

20 BY MR. CONLAN:

21 Q Okay. So there's two attachments to this.

22 MR. DOWLING: No, there are not.

23 MR. CONLAN: Okay.

24 MR. DOWLING: Those are the two pages that
25 came from Empire --

1 two Live Nation situations that Cardi might have
2 been.

3 BY MR. CONLAN:

4 Q Where?

5 A I don't remember the state. Could have
6 been Ohio.

7 Q All right.

8 A It was Spotify event, so I'm not sure.

9 Q Wherever it was, did KSR pay Live Nation a
10 fee for it's work on that event?

11 A No. We didn't pay, Live Nation paid us.
12 We don't pay Live Nation a fee.

13 Q So Live Nation collected the proceeds and
14 then KSR got a cut, is that how it works?

15 A Yeah. Live Nation would have promoted us,
16 correct.

17 Q Okay. So then KSR gets a cut of
18 whatever --

19 A No, not a cut. Live Nation goes to you
20 25 -- whatever -- they pay the artist to perform for
21 the show.

22 Q Okay.

23 A That's it.

24 Q And what does KSR get out of it?

25 A What does KSR get?

1 Q Yeah.

2 A KSR --

3 Q Does it get a piece?

4 A KSR at the time 20 percent.

5 Q Of what the artist --

6 A Of what the artist makes.

7 Q -- gets? All right. Let's set that one
8 aside.

9 Now, let's look at Exhibit 7 which are the
10 two sales graphs that were produced on behalf of KSR
11 Group.

12 A Okay.

13 (Whereupon, Plaintiff's Exhibit 7 was
14 marked for identification by the court
15 reporter and attached hereto.)

16 BY MR. CONLAN:

17 Q What do these two pages show? Well, first
18 of all, what are they?

19 A They're records sales.

20 Q Of what?

21 A Of whatever -- whatever song Cardi had on
22 Empire.

23 MR. DOWLING: Why don't we establish first
24 whether he had any part in preparing these
25 documents?

1 BY MR. CONLAN:

2 Q Mr. Raphael, did you have any part in
3 preparing these documents?

4 A No.

5 Q Did you -- where did you get them?

6 A When did I get what?

7 Q When did you get these documents?

8 A I don't know if I got these documents.

9 Q Have you seen them before?

10 A Not this specific document, but I've seen
11 the charts. I seen the -- I seen these on the
12 computer.

13 Q Okay. So you've seen --

14 A But not this specific. But I've seen
15 charts like this on the computer.

16 Q Okay. Have you seen this --

17 A Specific?

18 Q -- specific chart --

19 A No.

20 Q -- either digitally or electronically or
21 in paper form?

22 A No.

23 Q So you didn't look at this before it was
24 produced in this case?

25 A No, my assistant put it together.

1 Q She put it together?

2 A Yeah. She's the one -- yeah.

3 Q And you're talking about Denise Dixon?

4 A Uh-huh.

5 Q Did she prepare it or did she get it from
6 Empire?

7 A She got it from Empire.

8 Q Okay. And do you know what it shows?

9 A It shows record sales.

10 Q Of what?

11 A I'm not exactly sure.

12 Q How would you find out?

13 A I'm looking at the time frame of 2016. It
14 shows record sales probably of Cardi of the mix
15 tape.

16 Q Okay. So your understanding is that these
17 are the 2016 and '17 sales of Gangsta Bitch?

18 A Uh-huh.

19 Q At least according to Empire's records?

20 A Yes.

21 Q Okay. And was there any 2015 sales?

22 A I don't think so. It says right here zero
23 in January, so I'd assume no.

24 Q Okay. And these charts were generated by
25 Empire which is the company located in San

1 Francisco?

2 A These charts were produced on the computer
3 by Denise.

4 Q Well, Denise didn't prepare these charts;
5 right?

6 A She had to -- she queried them. They
7 don't come like this. She had to query the data.

8 Q Okay. So why don't you walk me through
9 your understanding of the process of Denise
10 preparing these charts?

11 A She had to log on and she'd have to put
12 the time that she was looking for and then it gets
13 produced online.

14 Q So she inputs a filter which is KSR Group
15 there?

16 A Uh-huh.

17 Q And then the time period?

18 A Time period.

19 Q Right.

20 A And then it creates a chart.

21 Q And this is a portal that she accesses
22 that's operated by Empire Distribution; right?

23 A That's their portal.

24 Q And Empire Distribution is located in
25 San Francisco, California?

1 A Yes.

2 Q And she -- the reason she is able to
3 access this portal is pursuant the distribution
4 agreement that KSR has with Empire Distribution;
5 correct?

6 A Correct, yes.

7 Q And so how can you tell by looking at that
8 these are the sales for Gangsta Bitch?

9 A Says KSR group.

10 Q Well, 2016 and 2017, didn't Cardi B have
11 other albums out?

12 A Yeah, but not on with Atlantic.

13 Q Well, this is from Empire; right?

14 A Not on Empire, yeah.

15 Q Okay. Did KSR have other artist that were
16 part of the -- or that fell under the agreement
17 between KSR and Empire at this time?

18 A Yes.

19 Q Okay. So how do you know that this is for
20 Gangsta Bitch and not some other artist or album?

21 A Because it says KSR Group.

22 Q But KSR represented other artists at the
23 time; right?

24 A Yeah, uh-huh.

25 Q So do you know or do you not know if this

1 is for Gangsta Bitch?

2 A Yeah, for Gangsta Bitch.

3 MR. DOWLING: Is the question whether it's
4 only for Gangsta Bitch?

5 THE WITNESS: Yeah.

6 BY MR. CONLAN:

7 Q No. The question is how do you know it's
8 for Gangsta Bitch and not some other artist or
9 album?

10 A Because --

11 MR. DOWLING: That's where I'm confused.

12 THE WITNESS: But it says KSR.

13 BY MR. CONLAN:

14 Q Right. And KSR represents other artists;
15 right?

16 A Right. But it would have said something
17 else for another artist.

18 Q What would it have said?

19 A HoodCelebrityy.

20 Q Why didn't it say Cardi B?

21 A That's how they set it up.

22 Q How do you know that?

23 A Say that again.

24 Q How do you know that?

25 A How do I know what?

1 Q That that's how they set it up.

2 A Because I know if I go I'll see a filter
3 for HoodCelebrityy.

4 Q Who set it up that way, Empire?

5 A Uh-huh.

6 Q And that's the company that's based in San
7 Francisco?

8 A That's correct.

9 Q Mr. Raphael, did you produce any other
10 documents in the course of this litigation that
11 related to sells of Gangsta Bitch Music, Volume 1,
12 other than these two pages?

13 A That's it.

14 Q Did you produce any other documents
15 related to any other sales of Cardi B music?

16 A That's the only way she gets sales.

17 Q Did you look for any other documents?

18 A There's no others that I know.

19 Q Does KSR have financial statements?

20 A I don't know of anything else.

21 Q KSR doesn't prepare financial statements?

22 A This is -- this is -- everything that's
23 for Gangsta Bitch Music would be right here?

24 Q Does KSR prepare financial statements?

25 A Yearly.

1 Q Okay. And did you make any effort to look
2 at those financial statements as part of this
3 litigation?

4 A No, because anything that Cardi has would
5 be here as far as record sales.

6 Q Did you make my effort to search for
7 records related to merchandising revenues related to
8 Gangsta Bitch?

9 A No.

10 Q Did you make any effort to search for
11 records related to appearance revenues generated by
12 appearances that Cardi B made?

13 A No.

14 MR. DOWLING: I'm interpreting "you" as
15 being him individually.

16 MR. CONLAN: I'm meaning KSR.

17 BY MR. CONLAN:

18 Q Did you or anyone on behalf of KSR make
19 any effort to search for and produce records related
20 to revenues generated by merchandising appearances
21 or any other possible revenue source?

22 A No, she had.

23 Q From Cardi B?

24 A No, she had no merchandise for this. No
25 merchandising for Gangsta Bitch.

1 Q Did you or anyone on behalf of KSR do
2 anything in this case to search for and produce
3 documents showing revenues generated by Cardi B's
4 appearances anywhere?

5 A No, I don't think so. Cardi she always
6 hosted before the music, so it wasn't attributable.

7 Q Exhibit 8 is an email from Matt Martinez
8 at Atlantic Bates-stamped KSR63. It's actually a
9 chain between looks like you and Matt Martinez and
10 some other people.

11 A Uh-huh.

12 (Whereupon, Plaintiff's Exhibit 8 was
13 marked for identification by the court
14 reporter and attached hereto.)

15 BY MR. CONLAN:

16 Q Who is Matt Martinez?

17 A I don't know.

18 Q Okay. The subject to the email chain is
19 Cardi B L.A. session?

20 A Uh-huh.

21 Q Do you recall this exchange of emails?

22 A I don't recall it, but I'm looking at it
23 now.

24 Q You don't have any reason to believe that
25 these weren't emails that you sent or received in

1 November of 2017?

2 A What's the question?

3 Q You see the first email at the bottom is
4 from you; right?

5 A Uh-huh.

6 Q And you're asking him to book a flight and
7 a room for someone in L.A. that day?

8 A Uh-huh.

9 Q And the subject is Cardi B L.A. session?

10 A Okay.

11 Q What was that, the Cardi B L.A. session?

12 A That must have been a time when she
13 recorded in L.A.

14 Q Okay. So she's making an appearance or
15 recording in L.A?

16 A No, not appearance, just recording.

17 Q Where was she recording in L.A.?

18 A It says --

19 Q At SLS?

20 A No. SLS is a hotel.

21 Q And that's where she stayed?

22 A That's where probably the engineer stayed.

23 Q Who is the engineer, somebody from
24 New York?

25 A Uh-huh.

1 A Yep, this is Jay White, Dallas, Texas.

2 Yep, yep. Okay.

3 Q When you finish, I'm going to ask you some
4 specific questions about each of them.

5 A Okay. Cool.

6 Q Finished?

7 A Yeah.

8 Q All right. So if you look at the first
9 page this is an itinerary for you dated November 8,
10 2017; right?

11 A Okay.

12 Q Is that right?

13 A That's for me, yes.

14 Q Okay. And this is for a flight from LAX
15 to JFK; correct?

16 A Yep.

17 Q Okay. So you had already been in L.A. at
18 this point in time when you took this flight
19 obviously?

20 A Correct.

21 Q For how long?

22 A I have no clue.

23 Q Where did you stay?

24 A I have no clue. I don't remember this
25 time.

1 Q Where do you normally stay when you come
2 to L.A.?

3 A I stay different places. Different -- I
4 stay anywhere. I stay at SLS. I stay at Loews. I
5 stay at different places.

6 Q How many times a year do you come to
7 California for any reason?

8 MR. DOWLING: You might want to break down
9 time periods.

10 THE WITNESS: When?

11 BY MR. CONLAN:

12 Q 2017, how many times did you come to
13 California?

14 A She had award shows. I might have came
15 maybe five times for the year. I'm not sure.

16 Q Okay. How many times in 2018 did you come
17 to California?

18 A I don't know. I'm not sure.

19 Q And when you come to California are you
20 coming as a -- as a -- as the member of KSR in part
21 at least?

22 A No. I have girlfriends out here, so, no.

23 Q When you come to California do you do
24 business in California?

25 A Not -- no. When I do -- I have business

1 in California? No. All my business is mostly done
2 in New York.

3 Q Okay. This trip in November 2017, was
4 this for the Cardi B L.A. session that we saw in the
5 previous exhibit?

6 A It might have -- it might not have been
7 for the session. It might have been for something
8 else. It might have been maybe for an award show.

9 Q Okay.

10 A Yeah, because -- no -- what's the date?

11 Q November 2017.

12 A November 2017. November 2017.

13 November 9th, what page is this on?

14 Q We were looking at the first page of the
15 exhibit. And if you look to these dates there's
16 different dates on here.

17 A Right.

18 Q But if you go about three pages in on the
19 one stamped 70, you see there's an itinerary for
20 Cardi passenger Belcalis Almanzar, see that?

21 A Right.

22 Q That's for the same date looks like;
23 right?

24 A November 9th, okay.

25 Q Two different flights though; right?

1 A Yeah, two different flights.

2 Q So she was leaving Los Angeles to go back
3 to JFK on a different flight than you on that date?

4 A Seems so.

5 Q Okay. And your office -- who directed
6 TZell Travel to book these flights?

7 A J Class, Julian.

8 Q Who is that?

9 A Somebody who assisted me?

10 Q Okay. On behalf of KSR?

11 A Uh-huh.

12 Q Okay. When you say "uh-huh" you mean
13 "yes"?

14 A Yes.

15 Q Okay.

16 A Yeah, I never book flights.

17 Q I wasn't suggesting that you do, but you
18 tell people to book flights for you; right?

19 A Yeah.

20 Q And so as you see Cardi B's flight
21 itinerary here, does it refresh your recollection on
22 what she and you were here for at that period of
23 time --

24 A No --

25 Q -- on November 2017?

1 A -- it doesn't, it could've been anything.

2 Q Did you make any effort to search for
3 records showing where you or Cardi stayed while you
4 were here in Los Angeles?

5 A I didn't even know about this.

6 Q Did you eat at restaurants while you were
7 here?

8 A I'm sure we did.

9 Q Okay. Do you remember where?

10 A No. No idea.

11 Q Do you remember what else you did while
12 you were here?

13 A I don't remember back that far.

14 Q Okay.

15 A I wish I did.

16 Q Do you remember being here with her in
17 November 2017?

18 A I'm not sure if I was with her. Because
19 even though she's here, I don't be with her all the
20 time. I don't even -- if it's an award show, I
21 might have went to the show and showed up to the
22 show and left.

23 Q In any event, you were responsible for
24 booking her flight from L.A. back to --

25 A Not me.

1 Q Yeah.

2 A Only for you.

3 Q Just for me?

4 A Yes.

5 Q That's pretty kind of you.

6 A Yes.

7 Q How long are you here for?

8 A Tomorrow I'm gone. When I'm done, I'm
9 gone out of here.

10 Q All right. This is Exhibit 10. Why don't
11 you take a moment to look it. It's bates-stamped
12 KSR 79 through 95.

13 A Yes.

14 (Whereupon, Plaintiff's Exhibit 10 was
15 marked for identification by the court
16 reporter and attached hereto.)

17 BY MR. CONLAN:

18 Q What is this?

19 A Seems like Cardi's deal with Atlantic.

20 Q Is this something you negotiated for
21 Cardi?

22 A She had her own attorney, but...

23 Q Were you involved in this negotiation of
24 this contract?

25 A I was involved for sure.

1 Q Okay. And this was negotiated on behalf
2 of -- I guess that's Cardi's company, Washpoppin;
3 correct?

4 A Correct.

5 Q And it was negotiated on behalf of
6 Washpoppin by Rick Joseph in Beverly Hills?

7 A Yes.

8 Q Did you talk with Rick Joseph about this
9 agreement and what is being negotiated?

10 A Yes.

11 Q Did you talk to Cardi B about this
12 agreement and what is being negotiated?

13 A Yes.

14 Q And that was pursuant to your business
15 relationship, KSR and Cardi B; correct?

16 A Yes.

17 Q Okay. What is Washpoppin?

18 A That's Cardi's company.

19 Q What does it do?

20 A That's her company. That's her company.

21 Q Does it own rights to her music in any
22 way?

23 A No, I don't think so.

24 Q Why would Washpoppin be entering into an
25 agreement with Atlantic Recording Corporation?

1 A I guess, it does -- the name never comes
2 up, so...

3 MR. DOWLING: You're talking about rights
4 of the music?

5 BY MR. CONLAN:

6 Q Any kind of rights that you're aware of.

7 MR. DOWLING: That's self-evident from the
8 document. It has the right to enter into contracts
9 for the recording services.

10 MR. CONLAN: Yeah, I see that.

11 THE WITNESS: I guess --

12 MR. CONLAN: I'm trying to get his
13 understanding of it.

14 MR. DOWLING: Okay.

15 THE WITNESS: I guess Washpoppin entered
16 on behalf of Cardi with Atlantic.

17 BY MR. CONLAN:

18 Q Does KSR have any agreements with
19 Washpoppin?

20 A No.

21 Q Okay. This agreement was negotiated
22 around September 2016?

23 A Uh-huh.

24 Q You see that? Did you make any trips to
25 California to negotiate it?

1 How would I pay Rick? I'm not sure. Was it Paypal?
2 I'm not --

3 Q You don't know as you sit here?

4 A Possibly I just sent him a check.

5 Q You sent a check to his office in Beverly
6 Hills?

7 A I sent him a check or would have been a
8 wire transfer.

9 Q Okay.

10 A I'm not sure.

11 Q When you were doing work with Rick Joseph,
12 did you communicate with him by email?

13 A Yeah.

14 Q Okay. Communicate with him by phone?

15 A Yes.

16 Q And did you understand that he was
17 generally working out of his office in Beverly
18 Hills?

19 A I don't know where he was working out of.

20 Q You understand his office is located in
21 Beverly Hills?

22 A Yes.

23 MR. DOWLING: The record should reflect
24 that Mr. Joseph is submitted to practice in New York
25 as well.

1 BY MR. CONLAN:

2 Q I'll set these aside for now. Well,
3 actually before I do that. Mr. Raphael, if you
4 could take a look at page 17 of Exhibit 10.

5 A Uh-huh.

6 Q Is that Cardi B's signature there?

7 A Yes, it is.

8 Q And that's her signature there
9 individually above and to the right?

10 A Uh-huh.

11 Q And then if you look at Exhibit 11, page
12 15, that's her signature there accepted and agreed
13 for Washpoppin?

14 A Page -- what page?

15 Q Page 15 of Exhibit 11.

16 A Yeah, she signed it.

17 Q Okay. Did you handle paying Rick Joseph
18 on behalf of Cardi B and Washpoppin for negotiating
19 these agreements?

20 A Not all, no.

21 Q Did you make any payments to Rick Joseph
22 for the negotiations of those agreements that he did
23 on behalf of Cardi B and Washpoppin?

24 A No. The label paid Rick Joseph, I didn't
25 pay him.

1 Q And it also does marketing?

2 A Yes.

3 Q And it owns rights to music created by the
4 artist that sign with it; correct?

5 A Correct.

6 Q This is Exhibit 13.

7 (Whereupon, Plaintiff's Exhibit 13 was
8 marked for identification by the court
9 reporter and attached hereto.)

10 BY MR. CONLAN:

11 Q Take a look through it and tell me what it
12 is.

13 A It's a recording agreement.

14 Q Between whom?

15 A Me and Cardi.

16 Q When you say "me," you mean KSR; right?

17 A KSR, yep.

18 Q Okay. Did Rick Joseph negotiate this
19 agreement?

20 A On my behalf.

21 Q On your behalf?

22 A Uh-huh.

23 Q He did?

24 A Uh-huh.

25 Q Your counsel made a comment a couple

1 minutes ago about Rick Joseph being admitted in New
2 York. Do you have any knowledge of that?

3 A I don't know where he's at.

4 Q Okay. Do you know what being admitted in
5 New York means?

6 A No.

7 Q Do you know if he's a licensed New York
8 attorney?

9 A I don't know.

10 Q Have you ever known Rick Joseph to have
11 any offices in New York?

12 A I don't know, we spoke over the phone.

13 Q As far as you know, the only office that
14 you're aware of that Rick Joseph has is in Beverly
15 Hills?

16 A Only office I've been to is once was in
17 Beverly Hills.

18 Q When did you go to Rick Joseph's office in
19 Beverly Hills?

20 A I just happen to be in the area.

21 Q You stopped by and visited with him?

22 A Just stopped by and say hi, yep.

23 Q Okay.

24 A But it wasn't for the business, though.

25 Q Okay. This is a recording agreement

1 between KSR and Cardi B negotiated on KSR's behalf
2 by Rick?

3 A On KSR's behalf.

4 Q Right. Take a look at page six of the
5 agreement --

6 A Uh-huh.

7 Q -- paragraph 14.

8 A Yep.

9 Q Miscellaneous. Do you see that?

10 A Yep.

11 Q Do you see it says "This agreement shall
12 be governed by the laws of the State of California"?

13 A Uh-huh.

14 Q "And only the courts located in Los
15 Angeles County will have jurisdiction of any
16 controversies regarding or arising under this
17 agreement"?

18 A Yeah.

19 Q And that's a provision you agreed to and
20 Rick Joseph negotiated on your behalf; correct?

21 A I'm not sure.

22 Q Well, turn to the next page.

23 A Uh-huh.

24 Q That's your signature; right?

25 A That's my signature.

1 Q Under KSR?

2 A Correct.

3 Q So you agreed to that paragraph?

4 A Yeah.

5 Q And Cardi B also agreed to it under her
6 given name Balcalis Almanzar?

7 A Yep.

8 Q That's her signature there above yours?

9 A That's correct.

10 Q Why didn't you produce this document in
11 your document production in this case?

12 A Say it again.

13 Q Why didn't you produce this agreement,
14 this recording agreement between KSR and Cardi B, as
15 part of your document production in this case?

16 A I have no clue.

17 Q Set that aside for a moment.

18 On behalf of KSR have you ever been
19 involved in producing any YouTube content for
20 Cardi B?

21 A Maybe early, early stage.

22 Q Okay. Let me ask you a question about
23 that then. This is Exhibit 14.

24 (Whereupon, Plaintiff's Exhibit 14 was
25 marked for identification by the court

1 this video that was posted on YouTube, Cardi B's
2 travels to California?

3 A I don't remember. That's just a regular
4 silly video.

5 Q Do you remember why she was here traveling
6 to California in April of 2015?

7 A 2015? Well, at that point she wasn't --
8 it wasn't because of music. So, definitely wasn't
9 for music. Not yet, she wasn't popular yet.

10 Q But it was during the time that KSR and
11 Cardi B were in a business relationship?

12 A I might have managed at the time.

13 Q How long was she here on her travels to
14 California?

15 A I have no idea.

16 Q I'll give you 15.

17 A Uh-huh.

18 (Whereupon, Plaintiff's Exhibit 15 was
19 marked for identification by the court
20 reporter and attached hereto.)

21 BY MR. CONLAN:

22 Q What is Exhibit 15?

23 A It's her hosting at a strip club.

24 Q Sam's Hofbrau?

25 A Yes, it's a strip club.

1 Q Also known as a gentleman's club?

2 A Gentleman's club.

3 Q Sometimes. And so Cardi B was in a Sam's
4 Hofbrau, a gentleman's club, located in Los Angeles?

5 A Yeah, she was dancing.

6 Q You've been there?

7 A Yeah, I've been there.

8 Q Were you there for this event?

9 A Possibly.

10 Q Okay. Anyway, she was there dancing on
11 February 17, 2016; right?

12 A Yes.

13 Q Okay. She was hosting?

14 A Yeah.

15 Q An event there?

16 A Dancing.

17 Q Okay. It says hosted by Cardi B that's
18 why I asked.

19 A Same thing, yeah.

20 Q Okay. So, at the top of that post it says
21 KSR Group, see that?

22 A That's my Instagram that posted that.

23 Q Okay. This is KSR's Instagram; right?

24 A Yeah.

25 Q This is KSR doing marketing for Cardi B

1 for an event in California; correct?

2 A No, it's not marketing. KSR don't have
3 that many followers, so no, not marketing.

4 Q Why was KSR putting it on Instagram then?

5 A Probably because as Cardi is getting
6 booked that's the only reason.

7 Q You were -- you and KSR were trying to
8 generate some interest in Cardi B; correct?

9 A No. Well, anything she booked I think KSR
10 posted.

11 Q Why?

12 A Because she was sign -- that was -- that
13 was -- that was the artist, the company's artist.

14 Q Right. And then the more recognition she
15 got and the more people knew about her, then there's
16 more potential upside for KSR as well; correct?

17 A I don't think there was any potential by
18 posting her. I disagree, no. I don't post. I
19 never posted. So, that's -- we just -- they just
20 posted -- at this time I had somebody -- somebody
21 else was working my gram and she just posted all the
22 events that she booked. That wasn't me.

23 Q Well, you say it wasn't you. You mean it
24 wasn't you Shaft; right?

25 A Right. The person that booked this was

1 the person that was booking her -- that was booking
2 her gigs.

3 Q Okay. And does that person have the
4 rights to access KSR's --

5 A Yes.

6 Q -- instagram account?

7 A Yes. Yeah, yeah, definitely.

8 Q Who was it?

9 A I believe at that time -- what's the date?

10 Q February 2016.

11 A It might have been Ann Legal.

12 Q Who?

13 A Ann Legal.

14 Q A-N-N?

15 A Ann, A-N-N, Legal, L-E-G-A-L. She doesn't
16 work for me.

17 Q She used to?

18 A She used to.

19 Q And she used to work for KSR?

20 A Yeah.

21 Q As an assistant?

22 A Yeah, as an assistant, yeah.

23 Q Where was she located?

24 A Queens.

25 Q Are you from Queens?

1 A Yeah.

2 Q Okay. So, in any event she, Ann Legal,
3 you think posted this to KSR's Instagram feed?

4 A Ann would post something like that.

5 Q To promote this appearance --

6 A I mean, she posted because Cardi --
7 anything that Cardi did I think she put it up.

8 Q And was that at your instruction?

9 A No, definitely not. I don't post to
10 Instagram that much?

11 Q But you didn't object --

12 A No, I didn't object to it, no.

13 Q -- to her posting?

14 A Not much.

15 Q Okay. But you do sometimes?

16 A Yeah.

17 Q You understand how it works?

18 A Of course.

19 Q So take a look to the right. That's
20 Cardi B in the picture; right?

21 A That is Cardi B.

22 Q She's wearing a pink wig?

23 A Yes.

24 Q And taking a selfie?

25 A Yep.

1 Q And to the right of that image you see
2 that's her hashtag, iamcardib?

3 A Yes.

4 Q #Los Angeles.

5 A Yes.

6 Q #California?

7 A Yes.

8 Q #Sam's Hofbrau?

9 A Yep.

10 Q #KSR group?

11 A Yep.

12 Q What do those hashtags mean?

13 A Hashtag is just ways of people following,
14 that's it.

15 Q Right. So if Ann Legal on behalf of KSR
16 posted this and included #Los Angeles and
17 #California, what is the purpose of that?

18 A I have no clue. I don't know.

19 Q Okay.

20 A I mean, probably because the event was in
21 California so she hash tagged California to know
22 where the place -- where the event is at. That's
23 it.

24 Q Okay. And so, if this is being posted on
25 KSR's Instagram feed, is part of the reason to

1 generate some attention for Cardi B's appearance in
2 California?

3 A No.

4 Q Not at all?

5 A KSR has no followers.

6 Q How many followers does it have?

7 A At that time it didn't have a lot.

8 Q Okay. Well, you got 24 likes there. Do
9 you see that?

10 A That's -- that's nothing. 24 likes is
11 nothing. That's people who probably like me.
12 That's not a lot.

13 Q I didn't say it was. The reason is to get
14 the word out by Cardi B?

15 A No, not to get the word out, not on that
16 that, no.

17 Q What's the reason for it.

18 A When Cardi -- if Cardi posted it, that
19 would be the reason, you know, to let people know
20 she's coming out. So her fans support and come and
21 show love.

22 Q Okay.

23 A But not off KSR. KSR is -- not at that
24 time, there's nobody following.

25 Q Then what would be the reason to post it

1 for KSR?

2 A Once again, that's what Ann did. I don't
3 know, you have to ask Ann.

4 Q Did you ever ask Ann why she was posting
5 it to KSR Instagram's feed?

6 A Yeah, I assume because Cardi is my artist.

7 Q And the reason she would post it on behalf
8 of Cardi B as KSR's artist is to get the word out
9 for Cardi B; correct?

10 MR. DOWLING: Calls for speculation.

11 THE WITNESS: Say that one more time.

12 BY MR. CONLAN:

13 Q The reason Ann as an employee of KSR would
14 post something about Cardi B on KSR's Instagram feed
15 is at least in part to get -- help get the word out
16 about Cardi B; right?

17 MR. DOWLING: Again, calls for
18 speculation.

19 THE WITNESS: Whatever Cardi did when Ann
20 was there she posted. Cardi was on TV, she posted
21 it. Cardi was anywhere, she posted it.

22 BY MR. CONLAN:

23 Q You knew she was doing it; right?

24 A I knew she had control of the account.

25 But why what she did, I have no control of.

1 Q Did you monitor the KSR Instagram account?

2 A No, I don't monitor.

3 Q Even know you don't?

4 A Actually, no. If you look on it there's
5 probably no post on it ever because I never posted.

6 Q Well, somebody posted on behalf of KSR;
7 right?

8 A Yeah.

9 Q Okay. All right. Did -- when Cardi B was
10 dancing at Sam's Hofbrau, did you have someone
11 arrange her travel out to Sam's out to L.A.?

12 A If somebody did it probably would have
13 been Ann.

14 Q Okay. And did Ann also arrange for a
15 hotel in Los Angeles where Cardi stayed?

16 A Ann would probably do that as well?

17 Q Do you remember where Cardi stayed?

18 A No, I don't remember that.

19 Q Did you come out here for that
20 performance?

21 A I believe I did.

22 Q Do you remember where you stayed?

23 A No, I don't remember where I stayed.

24 Q Okay. This is 16.

25 A Yep.

1 (Whereupon, Plaintiff's Exhibit 16 was
2 marked for identification by the court
3 reporter and attached hereto.)

4 BY MR. CONLAN:

5 Q All right. So, this is -- might be handy
6 to have these. We just looked at an Instagram from
7 KSR for an appearance on February 17th, 2016.

8 A Uh-huh.

9 Q And then Exhibit 16 is -- looks like
10 another appearance on February 18th. Do you see
11 that?

12 A Yep.

13 Q And that's in Oakland?

14 A Yeah.

15 Q Okay. And this is something called the
16 Little Red Dress Affair?

17 A Okay, yep.

18 Q "Yes"?

19 A Yes.

20 Q Is that -- and that is a picture of
21 Cardi B there?

22 A Yes.

23 Q And this is something that was posted to
24 KSR Group's Instagram feed; right?

25 A Yep.

1 MR. DOWLING: Do we know what year this
2 is?

3 THE WITNESS: It says 2016, I think.

4 MR. CONLAN: Yeah. If you look down
5 there's -- it's faded but it says February 2016.

6 MR. DOWLING: Uh-huh.

7 BY MR. CONLAN:

8 Q Whether -- so do you recall that Cardi
9 traveled from Los Angeles up to Oakland for this
10 appearance?

11 A I don't recall this because that event is
12 for Cardi's best friend. I don't know if Cardi got
13 paid for it.

14 Q Was it something that KSR helped
15 coordinate for travels?

16 A Ann might have helped with travels getting
17 Cardi to Oakland.

18 Q Okay.

19 A But as far as the event that was for her
20 best friend.

21 Q Okay. Who is this woman named Ashanti?

22 A Uh-huh.

23 Q Okay. And then did Ann on behalf of KSR
24 book Cardi a hotel in Oakland?

25 A No. Probably -- I'm not sure.

1 BY MR. CONLAN:

2 Q Did Cardi appear at this event in Oakland
3 do you recall that for her friend Ashanti?

4 A Yeah, I didn't go because it was just --
5 it was personal, so I didn't go.

6 Q But --

7 A I know she went.

8 Q Okay.

9 A But I wasn't there, so I don't know.

10 Q Got it. If you look at the text on this
11 thing over to the right you'll see there's early
12 bird tickets \$20 link in my bio. Hit me for
13 bottles. It says #iamcardib, #KSRgroup?

14 A She probably reposted it.

15 Q #Oakland, #California. See that?

16 A Like once again perfect example this is
17 not our event. So why would Ann post it? I have no
18 clue, but that has nothing to do with me.

19 Q But she did post it?

20 A Obviously she posted it.

21 Q And she tagged KSR group on it?

22 A Yeah, because Cardi was on it, that's why.

23 Q Okay. And maybe this is a little bit out
24 of order, but this is Exhibit 17.

25 (Whereupon, Plaintiff's Exhibit 17 was

1 marked for identification by the court
2 reporter and attached hereto.)

3 BY MR. CONLAN:

4 Q And this is another instagram post from
5 the KSR Group Instagram page. And this says KSR
6 Group La La Land. Do you see that to the right?

7 A Uh-huh.

8 Q What does that mean?

9 A I have no idea.

10 Q Okay. Is this something that Ann Legal
11 posted for KSR?

12 A Definitely.

13 Q Okay. And then looks like she's
14 promote -- at least Cardi B or Washpoppin is
15 promoting some model call for Washpoppin eyeshadow.
16 See that?

17 A I see that.

18 Q Los Angeles area only?

19 A Right, I see that.

20 Q And this is an event that took place at
21 Blue Dots Studios?

22 A Yeah, I have -- I have.

23 Q At Olympic and Olive?

24 A Okay, yeah.

25 Q Okay. Is that something that KSR was

1 associated with, this event?

2 A No, I don't know what the -- I don't know
3 what this is really about.

4 Q Okay.

5 A It has to do with makeup.

6 Q Did KSR have rights to any of the
7 Washpoppin makeup collection at any time?

8 A No, we just made percentage of what she
9 sold.

10 Q Through Washpoppin.

11 A Yeah, through Washpoppin.

12 Q Okay. So, were you involved in this
13 event, this model call at all?

14 A I don't -- I don't -- I don't recall. I
15 don't recall this.

16 Q You don't remember going to a model call
17 in February 2016?

18 A I don't remember.

19 Q This looks like it was maybe the day
20 between the Sam's Hofbrau performance?

21 A Why she was down here.

22 Q So it was part of that trip?

23 A Yeah.

24 Q Okay.

25 A This is a whole different -- that's a

1 whole different world. That has nothing to do with
2 music.

3 Q Right. This is also something that was
4 posted by Ann Legal?

5 A Once again Ann posted everything.

6 Q Okay. All right. I'll give you 18.
7 (Whereupon, Plaintiff's Exhibit 18 was
8 marked for identification by the court
9 reporter and attached hereto.)

10 BY MR. CONLAN:

11 Q All right. 18 is another KSR Group's
12 Instagram post. It says "KSR Group Hollywood,"
13 three explanation points. What is this for?

14 A No idea.

15 Q Got 77 views. Says light camera action,
16 #KSRgroup, #iamcardib, #watchwework, #Hollywood,
17 #California.

18 A I have no idea.

19 Q Looks like it's a still from a video and
20 it says Stage 30. You don't know what this is for?

21 A No, I don't know what this is for.

22 Q This is also a February 2016 event or
23 whatever it was. Do you see the date on there?

24 A Uh-huh.

25 Q This also would have been posted by Ann

1 Legal?

2 A If it's on that page, absolutely.

3 Q Okay. All right. So maybe I don't know
4 if this next exhibit helps refresh your recollection
5 or not.

6 This would be Exhibit 19.

7 (Whereupon, Plaintiff's Exhibit 19 was
8 marked for identification by the court
9 reporter and attached hereto.)

10 BY MR. CONLAN:

11 Q This is another February 2016 post. This
12 one got 153 views from KSR Group's Instagram feed.

13 A Uh-huh.

14 Q "Another KSR group La La Land. Thank
15 you."

16 A Same trip.

17 Q Same trip?

18 A Uh-huh.

19 Q Some video that was created while she was
20 out here?

21 A No, she's at Sam Hofbrau. I don't know
22 what this is. I don't know what video this is.

23 Q But this also something that Ann Legal
24 posted for KSR to the instagram feed?

25 A Ann would have posted this, yeah. What

1 for, I have no idea.

2 Q This will be Exhibit 20.

3 (Whereupon, Plaintiff's Exhibit 20 was
4 marked for identification by the court
5 reporter and attached hereto.)

6 BY MR. CONLAN:

7 Q Exhibit 20 is another KSR Group's
8 Instagram post I assume by Ann legal?

9 A Definitely.

10 Q Okay. And this is --

11 A It's a repost actually.

12 Q Okay. It's a repost, but this looks like
13 for an event on February 23rd, see that?

14 A Yeah. I also worked with DJ Self. I
15 managed Self at that time as well.

16 Q Okay. And he's a DJ at New York?

17 A Yes.

18 Q He was out here in California doing an
19 appearance with Cardi B?

20 A I guess he had an appearance with Cardi.

21 Q And this is at the OHM in Los Angeles?

22 A Yeah.

23 Q Okay. Were you here at this event?

24 A I don't remember if I was here. It says
25 she was in the City.

1 Q Yeah. It says L.A. turn up, I'll be in
2 your city. See that?

3 A That's a repost, that's from Self.

4 Q So Cardi B posted it and then KSR reposted
5 it?

6 A No, that's Self that posted.

7 Q Oh, DJ Self posted it?

8 A Yeah, DJ Self posted it.

9 Q Okay. And then KSR reposted?

10 A Ann reposted it.

11 Q For KSR; right?

12 A I mean, she did it for herself.

13 Q She wasn't posting it to Ann Legal's
14 instagram page; correct?

15 A Correct. I mean, she just posted it.

16 Q And one of these -- there's a couple
17 hashtags there. One says KSR Group, another says
18 KSR group promo. What does that mean hashtag KSR
19 Group promo?

20 A I don't know why she put that.

21 Q Did --

22 A I didn't instruct her to, so I don't know.

23 Q Did Cardi B get paid for this appearance?

24 A If she's there, she has to get paid.

25 Q Did DJ Self get paid for this appearance?

1 A They were coming to get paid, yes.

2 Q And if they got paid, KSR got paid?

3 A If Cardi got paid, then I would have got
4 paid.

5 Q So this is Cardi's trip to California,
6 February 2016. When did Gangsta Bitch drop, do you
7 remember?

8 A I don't know. Probably in March sometime.

9 Q Okay.

10 A What year I'm not sure.

11 Q And before it dropped was KSR trying to
12 get the word out about it?

13 A About what?

14 Q Gangsta Bitch.

15 A Before it dropped?

16 Q Yeah.

17 A No.

18 Q So take a look at Exhibit 21, which is
19 another post from the KSR Group Instagram feed.
20 This is another KSR Group La La Land.

21 A Same club.

22 (Whereupon, Plaintiff's Exhibit 21 was
23 marked for identification by the court
24 reporter and attached hereto.)

25

1 BY MR. CONLAN:

2 Q This is OHM nightclub L.A.; right?

3 A Uh-huh.

4 Q You see there #iamcardib, #djsself,
5 #iamshaft. That's you; right?

6 A Uh-huh.

7 Q #ohmnightclub, #gbmv1.

8 A Uh-huh.

9 Q That's Gangsta Bitch Music volume 1;
10 correct?

11 A That's what that would have meant, yes.

12 Q Okay. And #Los Angeles, #California.

13 A Okay.

14 Q And then further down
15 #gangstabitchmusicvolone spelled out.

16 A Spell wrong, but yeah.

17 Q Is this something that Ann Legal posted to
18 the KSR Group's Instagram feed --

19 A This is something that Ann posted.

20 Q Okay. And this is and the reason she
21 included a hashtags for GBMV1 and hashtag gangsta
22 bitch music volume one was part of a promotion of
23 Cardi B?

24 A I'm not sure.

25 MR. DOWLING: Calls for speculation.

1 THE WITNESS: Yeah, I don't know.

2 BY MR. CONLAN:

3 Q As you sit here and look at it do you
4 understand that that's -- that would be at least one
5 of the reasons for this?

6 A I don't know. No idea.

7 Q No idea why she would tag GBMV1?

8 A No idea why at that time she would tag it,
9 no.

10 Q Sitting here now looking at it and having
11 your understanding of Instagram, do you understand
12 it to be an attempt or an effort to promote Gangsta
13 Bitch Music Volume 1 Mix Tape?

14 A No.

15 MR. DOWLING: Objection; calls for
16 speculation.

17 BY MR. CONLAN:

18 Q You can go ahead and answer.

19 A No. She would have said -- if she
20 promoted Gangsta Bitch it wouldn't have been this.
21 It would have been Cardi in the club. She still --
22 she's here for TV Love & Hip Hop and she didn't post
23 Love & Hip Hop, so that's not the case.

24 This party here was for Love & Hip Hop.

25 Q What does the hashtag GBMV1 mean? What

1 does it refer to?

2 A Gangsta Bitch Music Volume 1 hashtag
3 probably means Gangsta Bitch Music Volume 1.

4 Q Okay.

5 A But Cardi ain't dropped no music yet so it
6 doesn't make no sense.

7 Q Take a look at Exhibit 22.

8 (Whereupon, Plaintiff's Exhibit 22 was
9 marked for identification by the court
10 reporter and attached hereto.)

11 BY MR. CONLAN:

12 Q This is KSR Group post March 6, 2000 --

13 A Yeah.

14 Q '16?

15 A Uh-huh.

16 Q Got a little more than 1600 views. See
17 that?

18 A Uh-huh.

19 Q This is the cover art or maybe a still of
20 some kind of video posted in Instagram; right?

21 A Right.

22 Q From the KSR Instagram feed?

23 A Right.

24 Q At that time was that still Ann Legal
25 posting this on behalf of KSR?

1 A Definitely.

2 Q And that's the cover art for Gangsta
3 Bitch --

4 A Maybe not, maybe not. She might have been
5 fired by then. I'm not sure who posted that.

6 Q Who followed her as your assistant at KSR?

7 A I'm not sure. There's a time when it was
8 two or three different people.

9 Q Okay. And so how did they know what to do
10 in terms of posting to KSR's Instagram feed? Were
11 they given instructions by you?

12 A I'm not sure. This right here is
13 definitely saying the mix tape is coming out.

14 Q Okay. This is --

15 A Yeah, it's a free link.

16 Q Right. And this particular post is
17 promoting Gangsta Bitch Music Volume 1; correct?

18 A Yeah, to get it for free.

19 Q Okay.

20 A The whole mix tape was made to go free.

21 Q Do you know who QueenPee is?

22 A QueenPee?

23 Q Where is that at?

24 A Jewelry designer. Where are you looking
25 at?

1 A I have no idea.

2 Q Okay.

3 A So she got gifted.

4 Q It also says makeup@makeupofaz and hair by
5 @hairby_beau, see that?

6 A Yeah.

7 Q Are they out here?

8 A I have no clue.

9 Q Okay. And in any event it also says
10 #iamcardib, #KSRgroup, #Los Angeles, #California?

11 A Same time she was in California.

12 Q And was she -- this was part of a trip
13 that KSR had helped to coordinate; right, these
14 appearances in California?

15 MR. DOWLING: Misstates the witness'
16 testimony. You can go ahead and respond.

17 BY MR. CONLAN:

18 Q February 2016 this trip when she was out
19 here working in California?

20 A It was a booking she had in California.

21 Q Well, she made a number of appearances out
22 here.

23 A With DJ Self.

24 Q DJ Self, Sams Hofbrau, the place up in
25 Oakland, all part of the same trip or did she go

1 back and forth?

2 A No, she didn't -- didn't -- I'm not sure
3 if it was OHM and Self on the same weekend.

4 Q It looks like it all was around that. It
5 was all at least in February 2016, you don't
6 remember?

7 A It was probably all the same weekend.

8 Q Okay. This will be Exhibit 24.

9 (Whereupon, Plaintiff's Exhibit 24 was
10 marked for identification by the court
11 reporter and attached hereto.)

12 BY MR. CONLAN:

13 Q So this is March of 2016?

14 A Uh-huh.

15 Q And this is another post from KSR Group
16 Instagram feed; correct?

17 A Yep.

18 Q You're not sure who was doing this post
19 for KSR at the time?

20 A No, I'm not. I wasn't -- I'm not sure. I
21 mean, around March I think Ann stopped working, so
22 I'm not sure who is doing this.

23 Q Okay. And this is advertising an
24 appearance by Cardi B at Spearmint Rhino in
25 Torrance?

1 A It's just -- at that time it's just
2 reposting her gig.

3 Q This gig when she traveled out back to
4 California, March 2016, is this something that was
5 planned by KSR on her behalf?

6 A No, this is -- this is a -- Spearmint
7 Rhino probably requested her to come out.

8 Q So when Spearmint Rhino -- at this point
9 in time KSR was representing Cardi B; right?

10 A Uh-huh.

11 Q So if Spearmint Rhino wanted her to come
12 out --

13 A We had multiple artists that we sent out
14 actually.

15 Q Okay. KSR did?

16 A Uh-huh.

17 Q Okay. And so, did Spearmint Rhino reach
18 out to KSR and say, hey, I want you to send out some
19 of these artists out for this appearance?

20 A I'm not sure how Ann would have been
21 responsible for that. I'm not sure. I can't say
22 that.

23 Q This is March of 2016 I thought you said
24 Ann had been fired at this point in time.

25 A No, I said around that time she might have

1 A Ann did all that. But once again it could
2 have been another artist that she sent out. I'm
3 pretty sure there's other artists that she sent out
4 to different venues.

5 Q In California?

6 A Not in California. Anywhere. Not in
7 California. There's other venues outside of
8 California that Cardi also did. Not just that.

9 Q Not just California, but she did make
10 appearances in California?

11 A Uh-huh.

12 Q And KSR helped plan the trips?

13 A Yeah.

14 Q Okay. So this is -- this is another post
15 from KSR Group Instagram page.

16 (Whereupon, Plaintiff's Exhibit 25 was
17 marked for identification by the court
18 reporter and attached hereto.)

19 BY MR. CONLAN:

20 Q This is an appearance on Sunday, March 13,
21 2016 at Hush Gentleman's Nightclub and that's in
22 Corona; right?

23 A Yeah.

24 Q Do you see that?

25 A Uh-huh.

1 Q Were you here for that?

2 A I don't think so.

3 Q Says KSR Group Sunday night, March 13th,
4 Cardi B. This is something that KSR Group is
5 advertising through its Instagram feed for this
6 appearance by Cardi B?

7 A She reposted, that's not advertising.

8 Q Why would it say KSR Group and then the
9 date?

10 A Because Cardi is probably on it, that's
11 the only reason.

12 Q And if there's a benefit to Cardi B,
13 there's a benefit to KSR Group; right?

14 MR. DOWLING: I'm not sure what benefit
15 means, it's vague and ambiguous.

16 BY MR. CONLAN:

17 Q Monetary benefit.

18 A Not when she did stuff for free, no.

19 Q Did she do this for free?

20 A I'm not sure of this contract. I'm pretty
21 sure not this one. But when she did stuff for free,
22 we post that too, like her friends. It's not always
23 beneficial.

24 Q Okay. Well, it's not always -- there's
25 not always an immediate monetary benefit is what

1 you're saying; right?

2 A It's not always a benefit. Period. If
3 she does something for a friend, there's no benefit
4 to nobody.

5 MR. DOWLING: Except the friend.

6 BY MR. CONLAN:

7 Q This event when she danced at Hush in
8 Corona, if she got paid -- if Cardi B got paid, KSR
9 got paid; right?

10 A If she got paid, yes.

11 Q And at this point in time March 2016 she
12 would have gotten paid for this appearance; correct?

13 A Not sure. If there's a contract for it,
14 yes. If there's not...

15 Q Okay.

16 A I don't remember this.

17 Q How would you know if there was a contract
18 for this appearance?

19 A Probably have to ask Ann and put all this
20 together.

21 Q Well, wouldn't Ann keep a record of any
22 contract in KSR's files, electronic or paper?

23 A Maybe by email. But she did all the
24 contracts at that time when she was working.

25 Q What would the contract be? Just an

1 A Probably because Ann no longer works for
2 us anymore.

3 Q Do you believe those email communications
4 would exist for related to the appearances that
5 Cardi made if they were doing it through KSR?

6 MR. DOWLING: Assuming they exist in the
7 first place.

8 THE WITNESS: If there is, I'm not sure.
9 That was probably two years, three years ago, two
10 years ago.

11 BY MR. CONLAN:

12 Q Do you -- but you don't know what Denise
13 searched for; right?

14 A Whatever Alan asked her for, that's what
15 she did.

16 Q Okay. But you didn't talk to Denise about
17 what she searched for?

18 A No, she spoke directly to Alan.

19 Q And you never had any conversations with
20 her separately about what she was looking for and
21 what she found?

22 A No.

23 MR. DOWLING: And whatever I got from her
24 was produced to you.

25

1 MR. CONLAN: 26. Okay. This is another
2 event on March 13th. She is pretty busy.

3 MR. DOWLING: A couple of days at a time.

4 THE WITNESS: Same days.

5 (Whereupon, Plaintiff's Exhibit 26 was
6 marked for identification by the court
7 reporter and attached hereto.)

8 BY MR. CONLAN:

9 Q Same day; right?

10 A Right.

11 Q This is from KSR Group Instagram page?

12 A Uh-huh.

13 Q KSR day party alert; right?

14 A Uh-huh.

15 Q Los Angeles, California; correct?

16 A Okay.

17 Q Meet me at House Macau hosted by
18 @iamcardib and @missnikkibaby for my initial Mixtape
19 release party Gangsta Bitch Music, Volume 1.

20 A Right. That's the promoter called that,
21 that's now our -- that would be a promoter event.

22 Q Okay.

23 A So just because it says official mixtape
24 release party doesn't mean that it was. It's just
25 an event for people to go to. The promoter called

1 A I have no idea.

2 Q This is at House of Macau?

3 A It's a repost.

4 Q Okay.

5 A I have no idea.

6 Q If Cardi got paid this time in March 2016,
7 then KSR got paid; right?

8 A If she got paid, yes.

9 Q Were you at the event at the House of
10 Macau at Los Angeles?

11 A No, I don't remember.

12 Q Okay. So we've seen -- we've already seen
13 KSR Group Instagram post for multiple appearances in
14 February of 2016 and March of 2016. Now, I'm going
15 to hand you another Exhibit which is 27. And this
16 is another post from the KSR group Instagram feed.
17 And this is -- it -- and this says that #KSRgroup
18 wave don't miss it, #LosAngeles, #GBMV1.

19 A Yeah.

20 (Whereupon, Plaintiff's Exhibit 27 was
21 marked for identification by the court
22 reporter and attached hereto.)

23 BY MR. CONLAN:

24 Q Okay. And this is -- this is another trip
25 by Cardi out to Los Angeles in April of 2016; is

1 A In the past, that passed.

2 Q And KSR was helping get the Cardi B brand
3 out there through its instagram post; right? Trying
4 to -- I'm not saying KSR is promoting an event, but
5 KSR is promoting the Cardi B brand at the time;
6 right?

7 A At that time, no. KSR is promoting KSR
8 wave, not Cardi.

9 Q Well, it's also promoting Gangsta Bitch
10 Music Volume 1; right?

11 A At this point it's promoting ourselves. A
12 hashtag is not promotions.

13 Q What is it?

14 A A hashtag?

15 Q Yeah.

16 A It's just people -- for example, if
17 somebody wants -- somebody hashtags shade room, it's
18 because shade room has -- is -- if I hashtag shade
19 room, it doesn't mean I'm promoting shade room. It
20 just means that you're trying to get people to view
21 your posts.

22 Q So if you hashtag GBMV1, you're marketing
23 GBMV1?

24 A Not totally marketing. It's -- once again
25 this is Ann posting, so I shouldn't be talking on

1 her behalf. So I don't know.

2 Q But Ann was working for KSR Group at the
3 time?

4 A At the time she was a consultant.

5 MR. DOWLING: This is April of '16?

6 THE WITNESS: Huh?

7 MR. DOWLING: April of '16?

8 THE WITNESS: Yeah.

9 BY MR. CONLAN:

10 Q Okay. Take a look at the content on the
11 right side of that picture. It says this is from
12 somebody named karmakarezza "Hello KSR Group LLC. I
13 have been reaching out to you all for the past three
14 months in regards to my advertisement. I met Cardi
15 at the Bronner Bros Hair Show in February."

16 A Okay.

17 Q Do you remember where that was?

18 A That was probably in Atlanta. Bronner
19 Bros is in Atlanta.

20 Q "And she agreed to advertise my product on
21 her social media."

22 A I don't know.

23 Q Do you know if that was done?

24 A I have no clue.

25 Q Bronner Bros is in Atlanta?

1 A Yeah, Bronner Bros show is in Atlanta.

2 Q This will be 28.

3 (Whereupon, Plaintiff's Exhibit 28 was
4 marked for identification by the court
5 reporter and attached hereto.)

6 BY MR. CONLAN:

7 Q 28 is from the iamcardib instagram page.
8 Have you seen this before?

9 A No.

10 Q Okay. Was KSR involved in an appearance
11 that Cardi B made in Fresno in May of 2016?

12 A What's the date?

13 Q May of 2016.

14 A I assume so.

15 Q Okay. And it's Cardi B Invasion of
16 Privacy?

17 A Uh-huh.

18 Q Is that an album or mix tape?

19 A That's an album.

20 Q And KSR owned the rights --

21 A Hold on a second. Cardi B Invasion of
22 Privacy out now. That's a album, yeah.

23 Q And KSR owned the rights to that album at
24 the time, May of 2016?

25 A Atlantic, Inc.

1 Q Did KSR own any rights related to Invasion
2 of Privacy?

3 A Some rights, yes.

4 Q Okay. And so this is Cardi B appearing in
5 Fresno to promote the Invasion of Privacy album?

6 A I have no idea why she is going to Fresno.

7 Q Well, you can see in the background of the
8 post it's something related to Invasion of privacy;
9 right?

10 A I have no idea.

11 MR. DOWLING: Do you know when Invasion of
12 Privacy was released?

13 THE WITNESS: It was released -- Invasion
14 of Privacy was released probably in maybe -- maybe
15 March -- maybe. No, no, no. I'm not sure. I don't
16 remember.

17 BY MR. CONLAN:

18 Q Okay. So if Cardi B was making an
19 appearance in Fresno in May of 2016, she says
20 "Fresno Washpoppin. I'll be in your city tomorrow."
21 So looks like that would be May 5th, 2016. That's a
22 trip that KSR would have planned for her; correct?

23 MR. DOWLING: Excuse me, this is -- this
24 doesn't make sense. I don't mean to interrupt.

25 THE WITNESS: Yeah.

1 Q May of 2016.

2 A Yeah.

3 Q Which means flight reservations and hotel
4 reservations in California would have been made by
5 somebody at the direction of KSR?

6 A No, not necessarily. No. The promoter
7 might have did it.

8 Q Okay.

9 A The promoters book the flights and hotels.

10 Q Okay. And if there was a promoter
11 involved, that means Cardi B was getting paid;
12 right?

13 A Correct.

14 Q And if Cardi B got paid, then KSR got
15 paid; right?

16 A Sometimes, yes.

17 Q If Cardi B got paid for an appearance in
18 Fresno in May of 2016, then KSR got some piece of
19 that fee?

20 A If she got paid, yes.

21 Q Okay. Just, I guess for reference this is
22 29.

23 (Whereupon, Plaintiff's Exhibit 29 was
24 marked for identification by the court
25 reporter and attached hereto.)

1 BY MR. CONLAN:

2 Q Looks like it's the same thing?

3 A Same thing.

4 Q It back ups to Invasion of Privacy. I
5 don't know why, but this is all related to this
6 appearance in Fresno. She says I'm out here in
7 Fresno and the date is --

8 A Same thing.

9 Q -- May 5th, 2016.

10 A Same thing.

11 Q She's out there. What was she doing in
12 Fresno?

13 A Probably hosting.

14 Q Hosting what?

15 A I mean, at that time she was famous on the
16 TV, she was probably hosting a party or something.

17 Q And if she was hosting a party May of
18 2016, she would be getting paid?

19 A I'd assume so.

20 Q Okay. And then KSR would be getting paid
21 for that appearance in California as well; right?

22 MR. DOWLING: Calls for speculation unless
23 you recall specifically.

24 THE WITNESS: So...
25

1 BY MR. CONLAN:

2 Q If cardi B appeared in Fresno at an event,
3 whether she was hosting or appearing, dancing,
4 whatever it was and she got paid --

5 A If she got paid.

6 Q -- May of 2016, KSR got paid?

7 A If she got paid, KSR would get a
8 percentage.

9 Q Okay. And did you -- when you were
10 looking for documents and records to produce in this
11 case, was anything done by you or Denise or anyone
12 else on behalf of KSR to find out how much money KSR
13 made or Cardi B made for these appearances in
14 California?

15 A No idea.

16 Q You don't know what was done, if anything?

17 A No, you'd -- no, you'd have to look at the
18 contract if anything.

19 Q Did you look for any contracts for
20 appearances in Fresno?

21 A I don't think Denise was asked for that.
22 That's --

23 Q If Cardi B appeared at an event in Fresno,
24 would she have done so without some kind of contract
25 whether --

1 writing?

2 MR. CONLAN: No, I said in writing or
3 verbally.

4 MR. DOWLING: Compound, but you can
5 answer. Can you make any sense of this?

6 THE WITNESS: I'm a little lost.

7 BY MR. CONLAN:

8 Q He knows what I'm talking about.

9 A But I could say we are in different
10 cities, depending on who the person is, we go out
11 and she goes -- does for free. Sometimes she does
12 it, sometimes it's contracted. It's both.
13 Depending on who the person is.

14 Q Depending on who what person is?

15 A The promoter.

16 Q So this is May 2016 still, this relates
17 to --

18 MR. DOWLING: This is No. 30?

19 MR. CONLAN: Yeah. This is 30.

20 (Whereupon, Plaintiff's Exhibit 30 was
21 marked for identification by the court
22 reporter and attached hereto.)

23 BY MR. CONLAN:

24 Q This is another post from KSR Group's
25 Instagram page. KSR Group, #Fresno, #California,

1 #Cardi B, #KSR Group, #GBMV1, refers to Gangsta
2 Bitch Music Volume 1; right?

3 A Yeah.

4 Q May of 2016 who was posting on behalf of
5 KSR and KSR Instagram page?

6 A I'm not sure.

7 Q Somebody was, though; right?

8 A Somebody was.

9 Q Somebody that you hired?

10 A Not necessarily. Might be somebody I
11 hired, maybe a cousin or something.

12 Q What cousins of yours have been in the
13 past posting on KSR Group's Instagram?

14 A There's people who -- there's people who
15 just post like if I didn't have nobody, they would
16 post for me on my behalf.

17 Q But you would have to give them
18 credentials --

19 A Absolutely.

20 Q -- for your KSR Group Instagram page?

21 A Absolutely.

22 Q Which means you're allowing them to post
23 on behalf of KSR; right?

24 A Yeah.

25 Q And this is KSR Group posting about an

1 event that Cardi B was attending in Fresno and at
2 least there was a tag for the Gangsta Bitch Music
3 Volume 1 mix tape; right?

4 A Yeah.

5 Q What was underestimated?

6 A Underestimated?

7 Q Yeah.

8 A That's a tour.

9 Q To promote what?

10 A It's just a tour.

11 Q What mix tapes or albums did she have
12 out -- did Cardi B have out that -- prior to the
13 underestimated tour?

14 A She probably had songs out, two or three
15 songs out.

16 Q So she had the Gangsta Bitch Mix tape
17 which was out at that time in May of 2016; right?

18 A Yeah.

19 Q And then maybe some -- a few more songs?

20 A That was for the whole label, though.

21 Q What was? The underestimated tour?

22 A Uh-huh.

23 Q Who else was on the tour?

24 A HoodCelebrityy, Josh X.

25 Q Okay.

1 A That wasn't --

2 Q So this is 31.

3 (Whereupon, Plaintiff's Exhibit 31 was
4 marked for identification by the court
5 reporter and attached hereto.)

6 BY MR. CONLAN:

7 Q It looks like it's a similar screenshot
8 from the Fresno event.

9 A Uh-huh.

10 Q But this is actually -- this is your
11 instagram feed; right? I am Shaft?

12 A That's me.

13 Q Okay. It says I am Shaft, #Fresno,
14 #California, #KSR Group. Did you post this?

15 A Yes. If it's on mine, I posted it.

16 Q #GBMV1 --

17 A Okay.

18 Q -- gangsta bitch; right?

19 A Yes.

20 Q #foreva?

21 A Foreva is just a name of a record.

22 Q Whose record?

23 A Cardi's.

24 Q Okay. And then #underestimatedtour --

25 A Uh-huh.

1 Q -- coming soon. That was a tour that KSR
2 Group was planning?

3 A Yep. Well -- yeah.

4 Q Okay. And part of the tour was Cardi B,
5 HoodCelebrityy and Josh X?

6 A Uh-huh.

7 Q And as part of -- did they make
8 appearances in California for the underestimated
9 tour?

10 A Yes, there was one stop.

11 Q Where?

12 A The one stop in Oakland.

13 Q Okay. Just the one, that was the only
14 tour spot in California?

15 A Uh-huh.

16 Q When was that?

17 A I don't -- I -- probably like in June,
18 July. I don't know.

19 Q Who was responsible for posting to Twitter
20 for KSR Group?

21 A I'm not even sure. Twitter, nobody uses
22 Twitter.

23 Q Nobody in the world or --

24 A Nobody, I don't know.

25 Q Nobody at KSR?

1 Q Somebody for KSR; right?

2 A Somebody that had access to KSR's handle.

3 Q Okay. You wouldn't just give anybody
4 access to your KSR social media; right?

5 A No, I don't give to strangers, no.

6 Q I mean, somebody either you or employee or
7 somebody that you trusted to post on your behalf?

8 A Somebody -- yeah, somebody that wanted to
9 help.

10 Q Okay. This will be Exhibit 33.

11 (Whereupon, Plaintiff's Exhibit 33 was
12 marked for identification by the court
13 reporter and attached hereto.)

14 BY MR. CONLAN:

15 Q This is an Instagram post from KSR Group
16 and looks like there's an opportunity to download or
17 listen to Gangsta Bitch Music Volume 1; is that
18 correct?

19 A Yeah.

20 Q And this -- I can't tell. This looks like
21 maybe it's got March 2016 date?

22 A May 29.

23 Q May 20 --

24 A May 29th .

25 Q Okay. May 29th, 2016.

1 A Uh-huh.

2 Q Tell me how this worked, did you post
3 this?

4 A I didn't post this.

5 Q Who posted it?

6 A I don't -- whoever was working for me at
7 the time.

8 Q Okay.

9 A But this -- what this is, is -- this is
10 free downloads of Cardi B's music mix tape.

11 Q Okay.

12 A It's all free.

13 Q So it says over 100,000 downloads?

14 A Yeah.

15 Q Who wrote that?

16 A It's facts -- well, I don't know who wrote
17 it. But it's factual because you can see it's
18 downloaded 100,000 times for free from datpiff.com.

19 Q Is it datpiff or Spinrilla?

20 A This one is datpiff. Spinrilla is another
21 free website.

22 Q Okay. And were --

23 A So basically this says 100,564 downloads
24 and 617,290 people listened to it on the website, on
25 the free website.

1 Q And so your understanding is that the
2 downloads and listens were nobody paid for any of
3 them?

4 A It's all free, completely free.

5 Q How do you know that?

6 A That's what datpiff do. It's free mix
7 tapes.

8 Q Does datpiff pay KSR something?

9 A No, it's free. No money exchange at all.

10 Q How would you find out the total sales
11 over time from Gangsta Bitch Music Volume 1 on any
12 platform?

13 A Just Empire that's it.

14 Q So anything that was sold through iTunes
15 or Spotify or anything where purchase was made, all
16 that would flow through Empire?

17 A That's correct. Everything else and then
18 there's a whole lot of free websites, Spinrilla,
19 datpiff, that's not only that that gave it for free
20 as well.

21 Q Okay. And then apart from Gangsta Bitch
22 Music Volume 1 to find out the sales of all
23 Cardi B's music during the time that she was
24 associated with KSR Group, would that all come from
25 Empire as well?

1 A No, you'd have to go to Atlantic.

2 Q Okay. So up until the time that she
3 signed with Atlantic, everything -- all records of
4 sales would come through Empire?

5 A Yes.

6 Q And after that the records of the sales
7 would come from Atlantic Recording Corporation?

8 A You got it.

9 Q Okay. So we talked about the
10 underestimated tour and you mentioned an appearance
11 in Oakland. This is Exhibit 34.

12 A Yes.

13 (Whereupon, Plaintiff's Exhibit 34 was
14 marked for identification by the court
15 reporter and attached hereto.)

16 BY MR. CONLAN:

17 Q This is a post from KSR Group's Instagram
18 page. This is promoting the Oakland stop at the
19 Underestimated Tour?

20 A It's not promoting. Once again it's just
21 letting people know where we at. Promoters pay for
22 those events and promoters promote those events.

23 Q This is advertising the event?

24 A Not advertising. It's just letting
25 everybody know where -- where we going to be.

1 Q Well, what do you call that? I mean, you
2 don't call that advertising?

3 A Well, it's promoting the company.

4 Q Okay.

5 A Yes.

6 Q Right. So it's promoting KSR Group?

7 A Yes.

8 Q It's promoting the underestimated music
9 tour; correct?

10 A It's -- well, promoting the company.

11 Q KSR Group is the company that put on the
12 underestimated tour; right?

13 A Yeah. We put the tour together, but
14 promoters are the ones that promote the event.

15 Q I got it.

16 A I didn't promote that event.

17 Q Okay.

18 A Okay.

19 Q But in this post you were advertising the
20 event; correct?

21 A As I show everything else I do. If that's
22 called advertising.

23 Q What do you call it marketing?

24 A Marking. I'd rather marketing.

25 Q Okay.

1 A Advertising -- I assume advertising, I
2 equate it to dollars. So I'd rather -- marketing,
3 yes. I prefer that.

4 Q You equate advertising to dollars because
5 you got paid for it, is that what you mean?

6 A No. Advertising, like when you advertise
7 something is because you want to make money.

8 Q Okay.

9 A There's -- I'm not -- there's no -- by her
10 posting there, there's no money exchange that is
11 going to be made for my company.

12 Q Well, you're getting the word out; right,
13 about the event?

14 A I mean -- once again, I mean, if I was --
15 KSR Group not getting the word out. I think it's
16 promoting, marketing the company, that's what it's
17 doing.

18 Q Did Cardi B perform songs from Gangsta
19 Bitch on the underestimated tour?

20 A Yes, she did.

21 Q How much money did KSR make from the
22 underestimated tour?

23 A I'm not sure. Promoters paid for her to
24 come and perform, so I'm not exactly sure what the
25 total is.

1 Q KSR Group put the tour together; right?

2 A Yeah, we put together all the artists, all
3 our artists; correct?

4 Q Right. So what was KSR's -- what revenues
5 were generated for KSR from the underestimated tour?

6 A I'm not sure. I don't remember exactly
7 how much promoters paid for that. But all the
8 artists were included on the tour.

9 Q How many stops were there on the tour?

10 A Maybe 12.

11 Q And Cardi B was the headliner?

12 A Cardi B is the headliner. She one of --

13 MR. DOWLING: All the stops in California?

14 THE WITNESS: No.

15 BY MR. CONLAN:

16 Q Well, only Oakland --

17 A Only Oakland.

18 Q -- is the only stop in California?

19 A Only Oakland, yeah.

20 Q Did the tour -- did the artist on the
21 tour, on the underestimated tour, travel anywhere
22 else in California before or after the appearance in
23 Oakland?

24 A No.

25 Q Did the group of artists travel together?

1 around the time of that underestimated tour stop in
2 Oakland?

3 A Okay.

4 Q And this -- this is from something called
5 club life media and it seems to show her making an
6 appearance at some event in secret Sundays in
7 Hollywood. Do you see that?

8 A Uh-huh.

9 Q So if -- if she was down there in
10 Hollywood after the show in Oakland, does that mean
11 the rest of the underestimated tour was also in
12 L.A.?

13 A Most likely. I mean, the whole group was
14 together during the tour, so...

15 Q Where was Oakland in the lineup of the
16 different tour stops?

17 A That was the first.

18 Q Oakland was the first one?

19 A Uh-huh, I believe.

20 Q So, looks like the Oakland stop was
21 July 2nd, 2016 and this Exhibit 35 looks like it
22 says July 6th, 2016. Do you see that?

23 A July 6?

24 Q It's hard to see.

25 A July 6.

1 A Yes.

2 Q Where did you stay?

3 A I don't remember.

4 Q June 2017?

5 A Yeah, I don't remember where I stayed at.
6 Probably SLS.

7 Q Okay. 37.

8 (Whereupon, Plaintiff's Exhibit 37 was
9 marked for identification by the court
10 reporter and attached hereto.)

11 BY MR. CONLAN:

12 Q Was KSR managing Cardi B when she appeared
13 at the VMAs?

14 A Yes.

15 Q And this was at the forum in the
16 Inglewood?

17 A Uh-huh.

18 Q "Yes"?

19 A Yes.

20 Q Did you travel out here for the VMAs?

21 A Yes, we traveled.

22 Q Did you travel with Cardi?

23 A I'm pretty sure I did.

24 Q Okay. Where did you stay?

25 A I don't remember.

1 Q Did KSR earn a fee for Cardi's appearance
2 at the VMA preshow?

3 A Probably not. I'm not sure.

4 Q How long -- how long were you here in
5 August of 2017 --

6 A I'm not --

7 Q -- here in Los Angeles?

8 A I'm not sure because I don't travel with
9 the group all the time, so I don't know. I don't
10 remember.

11 Q Okay. But you were definitely here in
12 August of 2017 in Los Angeles?

13 A For the VMAs, I was definitely.

14 Q And Cardi was definitely here for the VMAs
15 August of 2017?

16 A Definitely.

17 Q Any other KSR artists here for that trip
18 to California in August of 2017?

19 A No.

20 Q Did Cardi come back out to California in
21 September of 2017 for a show in Oakland?

22 A I'm not sure. Can I see?

23 Q Let me show you.

24 (Whereupon, Plaintiff's Exhibit 38 was
25 marked for identification by the court

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3
4 I, JESSICA N. NAVARRO, C.S.R. NO. 13512, in
5 and for the State of California, do hereby certify:

6 That prior to being examined, the witness
7 named in the foregoing deposition was by me duly sworn
8 to testify to the truth, the whole truth, and nothing
9 but the truth;

10 That said deposition was taken down by me in
11 the shorthand at the time and place therein named and
12 thereafter reduced to typewriting under my direction,
13 and the same is a true, correct, and complete transcript
14 of said proceedings;

15 That if the foregoing pertains to the original
16 transcript of a deposition in a Federal Case, before
17 completion of the proceedings, review of the transcript
18 [] was [] was not required.

19 I further certify I am not interested in the
20 event of the action.

21 Witness my hand this 27th day of January,
22 2019.

23 

24 CERTIFIED SHORTHAND REPORTER
25 FOR THE STATE OF CALIFORNIA

EXHIBIT B

CONFIDENTIAL

1 UNITED STATES DISTRICT COURT CENTRAL
DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

2 -----X

3 KEVIN MICHAEL BROPHY, JR., AN INDIVIDUAL,

4 PLAINTIFF,

5 -AGAINST-

CASE NO:

8:17-CV-01885-

6 CJC(JPRX)

7 BELCALIS ALMANZAR AKA CARDI B, AN
INDIVIDUAL; KSR GROUP, LLC, A NEW YORK
8 LIMITED LIABILITY COMPANY; WASHPOPPIN,
INC., A NEW YORK CORPORATION; AND DOES 1 -
9 20, INCLUSIVE,

10 DEFENDANTS.

-----X

11
12 (THE FOLLOWING DEPOSITION AND EXHIBITS
13 CONTAIN CONFIDENTIAL MATERIAL SUBJECT TO
14 PROTECTIVE ORDER.)

15 VIDEOTAPED DEPOSITION OF DEFENDANT,
16 BELCALIS ALMANZAR, AKA CARDI B
17 FRIDAY, APRIL 19, 2019

18
19
20
21 JOB NO. 3285672

22 REPORTED BY: ROBERT X. SHAW, CSR,

23 A NOTARY PUBLIC OF THE STATE OF NEW YORK

24 PAGES 1 - 149
25

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A P P E A R A N C E S :

CAPPELLO & NOEL, LLP

ATTORNEYS FOR PLAINTIFF

831 STATE STREET

SANTA BARBARA, CALIFORNIA 93101

BY: LAWRENCE J. CONLAN, ESQ.

LCONLAN@CAPPELLONOEL.COM

805.564.2444

ALAN G. DOWLING, PC

ATTORNEYS FOR DEFENDANTS

1043 PACIFIC STREET

SANTA MONICA, CALIFORNIA 90405

BY: ALAN G. DOWLING, ESQ.

AGDOWLING@AOL.COM

818.679.6395

DAVIS SHAPIRO LEWITT GRABEL LEVEN

GRANDERSON & BLAKE, LLP

ATTORNEYS FOR BELCALIS ALMANZAR,
INDIVIDUALLY

150 RODEO DRIVE, SUITE 200

BEVERLY HILLS, CALIFORNIA 90212

BY: DAMIEN GRANDERSON, ESQ.

DGRANDERSON@DAVISSHAPIRO.COM

310.248.3415

ALSO PRESENT:

TOM DEVINE, VIDEOGRAPHER.

* * *

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01885

1 THE VIDEOGRAPHER: Please stand
2 by.

3 Good afternoon. This is media
4 unit 1 of the video-recorded
5 deposition of Belcalis Almanzar, aka
6 Cardi B, taken by counsel for the
7 Plaintiff.

8 We are on the record at 1:54
9 p.m. on April 19th, 2019.

10 This is in the matter of Kevin 13:54:11
11 Brophy, Junior, an individual v.
12 Belcalis Almanzar, aka Cardi B, an
13 individual; KSR Group, LLC, a New York
14 limited liability company, Washpoppin
15 Inc., a New York corporation, and DOES 13:54:29
16 1 to 20, inclusive filed in the U.S.
17 District Court Central District of
18 California, Southern District, Case
19 Number 8:17-CV-01885-CJC(JPRx).

20 This deposition is being held at 13:54:55
21 the offices of Veritext New York,
22 located at 1240 Broadway, New York,
23 New York 10001.

24 My name is Thomas Devine from
25 the firm Veritext California, and I am 13:55:09

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1 the videographer. The court reporter
2 is Bob Shaw, also with Veritext
3 California.

4 I am not authorized to
5 administer an oath. I am not related 13:55:18
6 to any party in this action, nor am I
7 financially interested in the outcome.

8 Counsel and all present in the
9 room will now please state their
10 appearances and affiliations for the 13:55:26
11 record.

12 If there are any objections to
13 proceeding, please state them at the
14 time of your appearance, beginning
15 with Plaintiff. 13:55:33

16 MR. CONLAN: Larry Conlan,
17 Cappello & Noel on behalf of Kevin
18 Michael Brophy, Jr., Plaintiff in the
19 case.

20 MR. DOWLING: Alan Dowling, for 13:55:41
21 Belcalis Almanzar, KSR Group and
22 Washpoppin.

23 Also present is Damien
24 Granderson of the Davis Shapiro firm
25 who represents Ms. Almanzar. 13:55:57

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1 THE VIDEOGRAPHER: Thank you.

2 Bob, would you please swear in
3 the witness, after which we may
4 proceed.

5 B E L C A L I S A L M A N Z A R, called
6 as a witness, having been first duly sworn
7 by a Notary Public of the State of New
8 York, was examined and testified as
9 follows:

10 THE WITNESS: Yes. 13:56:05

11 EXAMINATION BY

12 MR. CONLAN:

13 Q. Okay. Ms. Almanzar, how shall I
14 address you today in the deposition?

15 A. Ms. Almanzar. 13:56:17

16 Q. Ms. Almanzar? Okay. I'll do
17 that.

18 I'm Larry Conlan. I represent
19 the Plaintiff in this case. We met just
20 before the deposition started. I'm going 13:56:24
21 to be taking your deposition today.

22 Have you had your deposition
23 taken before?

24 A. No.

25 Q. Have you sat and testified under 13:56:31

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1 oath before?

2 A. (Indicating)

3 Q. You never appeared in court as a
4 witness or anything like that?

5 A. (Indicating). 13:56:40

6 Q. Okay. So, one of the important
7 rules of the deposition is that you have
8 to answer verbally.

9 A. Okay.

10 Q. Because the court reporter here 13:56:47
11 is going to be transcribing your testimony
12 for this case, and if you nod your head or
13 shake your head, he's not going to be able
14 to capture it. Okay?

15 A. Okay. 13:56:56

16 Q. Okay. So, if it's Yes, say Yes.
17 If it's No, same. And I'm going to be
18 asking for answers that sometimes require
19 more than Yes or No answers. Okay?

20 A. (Indicating) 13:57:06

21 Q. Do you understand that?

22 A. Yes.

23 Q. Okay. In there's any question
24 that I ask you that you don't understand
25 for some reason, let me know, and if I can 13:57:17

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1 I'll try to rephrase it. Do you
2 understand that?

3 A. Yes.

4 Q. Okay. Wait until you answer
5 until I finish my question, so we have a 13:57:27
6 clean record for the court reporter. Can
7 you do that?

8 A. Yes.

9 Q. Okay. When the deposition is
10 over you're going to have a chance to 13:57:35
11 review the transcript, which is going to
12 be my questions and your answers.

13 You're going to have an
14 opportunity to make corrections, if you
15 feel like they're necessary. One of the 13:57:44
16 things I always do with witnesses is I
17 caution them and let them know that if you
18 make any changes that are material, major
19 differences to your answers, then I'll
20 have the opportunity at trial to comment 13:57:56
21 on that in front of a judge or a jury, and
22 that could affect your credibility as a
23 witness. Do you understand that?

24 A. Yes.

25 Q. Yes? Okay. 13:58:04

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1 Q. And in late 2018 you began
2 working with Boulevard Agency, and they
3 are now responsible for writing paychecks
4 to your employees?

5 A. Um-hum. 14:04:39

6 Q. Do you have employees who live
7 in California?

8 A. No.

9 Q. How many employees do you have?

10 A. I think about -- I think about, 14:04:52
11 like, I'm going to say that it's like one,
12 because I think that's the only person
13 that I have in contract. Everybody else
14 is like independent. So, they're not like
15 under my stuff. 14:05:08

16 Q. Okay. So, you've got an
17 employee, and where does that person live?

18 A. In New York.

19 Q. Okay. And then, the contractors
20 who also do work for you who you pay, 14:05:19
21 where do they live?

22 A. They live everywhere -- like in
23 Atlanta, Delaware, New York.

24 Q. Do any live in California?

25 A. My hair stylist, but he don't 14:05:36

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1 really be there, so I wouldn't.

2 Q. Meaning, he's not always there
3 in California?

4 A. Yes.

5 Q. Okay. Because he sometimes 14:05:47
6 travels with you to do your hair?

7 A. Yes.

8 Q. Okay. What is his name?

9 A. Tokyo.

10 Q. Tokyo. And he's based in L.A.? 14:05:55

11 A. He is in L.A., yes. He lives in
12 L.A. and in Atlanta, both.

13 Q. Okay. What does Washpoppin do?

14 A. Um, it's just a corporation that
15 opened, like, when I first opened my bank 14:06:19
16 account; so, Wells Fargo recommended me,
17 like, you know, you should open a business
18 account, and that's what I did.

19 Q. Okay. Does -- as I understand
20 it, Washpoppin owns the trademark to the 14:06:37
21 Cardi B signature; is that correct?

22 A. Yes.

23 Q. Okay. You mentioned that, a
24 Wells Fargo bank account; that's the bank
25 that Washpoppin uses for its banking? 14:06:51

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1 A. With Shaft?

2 Q. Yes.

3 A. What does that have to do with
4 this case?

5 Q. Well, I'm just asking if you're 14:11:41
6 aware of this process, which in the world
7 of law we call discovery. Have you ever
8 heard that term?

9 A. Yes. But we haven't gotten
10 there yet. 14:11:50

11 Q. Okay.

12 THE WITNESS: Right? We haven't
13 gotten there yet?

14 Q. Okay. So, let's come back to
15 our case then, which is Mr. Brophy, and 14:11:55
16 this lawsuit has been filed against you
17 and Washpoppin and KSR.

18 A. Um-hum.

19 Q. In this lawsuit, have you done
20 anything to collect electronic media, or 14:12:09
21 paper records, or anything related to
22 album sales, anything like that, to supply
23 to Mr. Dowling or any other attorney who's
24 representing you?

25 A. No. 14:12:23

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1 Q. Okay. Mr. Granderson, who's
2 here today, is he involved in any way in
3 the litigation with Mr. Brophy?

4 A. Um, he's been talking to Mr.
5 Brophy. 14:12:37

6 Q. Mr. Dowling, you mean? Mr.
7 Dowling, your attorney here?

8 A. Yes.

9 Q. Okay. Mr. Brophy is my client.

10 A. Oh. My bad, sorry. 14:12:44

11 Q. I don't think he's been talking
12 to him, but I don't know.

13 MR. DOWLING: If he is, I want
14 to know.

15 Q. Right. Okay. Did you ask 14:12:50
16 anyone who works for you or with you to
17 collect any kind of business records, or
18 photos, or e-mails or information related
19 to album sales to produce to my side in
20 this case? 14:13:13

21 A. No.

22 THE WITNESS: Because I don't
23 have no access to it.

24 Q. Access to your business records?

25 A. Not really. 14:13:23

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1 released online electronically, right?

2 A. Um-hum.

3 Q. Okay. Yes?

4 A. Yes.

5 Q. And you authorized that -- were 14:20:06

6 you part of choosing that's the image,

7 that's the artwork that I want for the mix

8 tape?

9 A. Yes. Like, it's, like, as long
10 as my face looks pretty, that's all I 14:20:17

11 cared about. My face looked cute, boom.

12 It's all about my own face.

13 Q. Yes.

14 So, during the course of that

15 shoot in Toronto, you spent a little time 14:20:29

16 with the model; right?

17 A. Yes. Um-hum, yes. Talking and
18 stuff.

19 Q. Yes. And so, you saw that he
20 had some tattoos on his back; right? 14:20:39

21 A. I didn't really notice or care.
22 All I wanted, like, was the guy. I just
23 needed a guy.

24 Q. Yes.

25 A. I needed a guy, anybody that was 14:20:50

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1 paper, or electronically? How did you see
2 that?

3 A. Just, just like in-person.

4 Q. Okay.

5 A. (Indicating). 14:24:26

6 THE WITNESS: This shit is
7 tight. It's killing me.

8 Q. Did you pay the designer who
9 created the artwork for Gangsta Bitch
10 Volume 1? 14:24:39

11 A. I probably did.

12 Q. Do you know who it was; who was
13 the graphic designer?

14 A. No.

15 Q. Did you ever communicate with 14:24:50
16 that person?

17 A. No.

18 Q. Do you recall at any point in
19 time being given choices about what
20 artwork you wanted to use on the, for the 14:25:01
21 image for Gangsta Bitch?

22 A. Yes.

23 Q. How many options did you have
24 that you chose from?

25 A. I didn't really have much. 14:25:15

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1 Q. Do you remember promoting it in
2 California?

3 A. I promoted it online.

4 Q. Okay.

5 A. That's where you promoted it, 14:28:00
6 online.

7 Q. How did you promote it online?

8 A. By hey listen, to my mix tape,
9 hey. My mix tape is coming out in a
10 couple of days. Listen, listen, listen. 14:28:10

11 Q. What did you use to promote it?
12 I know you used Instagram; right?

13 A. Yes.

14 Q. Okay. And Twitter?

15 A. And Twitter. 14:28:20

16 Q. Anything else?

17 A. Probably, most likely, Facebook,
18 but my Facebook account was not even owned
19 by me. Like, Shaft has my Facebook
20 account, so -- 14:28:32

21 Q. When the mix tape was first
22 dropped, were you watching how many copies
23 it was selling? Were you keeping an eye
24 on the sales?

25 A. I don't know how to keep an eye 14:28:56

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1 A. No. I don't think so. I think
2 they had, like, a picture of me, but like
3 in purple.

4 Q. Okay.

5 A. I don't think it had the cover, 14:30:20
6 to be honest with you.

7 Q. How many times, how much time
8 did you spend in California before the
9 Gangsta Bitch mix tape dropped?

10 A. Barely. 14:30:31

11 Q. Barely any time?

12 A. Yes.

13 Q. How often do you go to
14 California now, on an annual basis?

15 A. I go there now a lot. 14:30:43

16 Q. For what reason?

17 A. Work reasons.

18 Q. Yes. Why?

19 A. Because I'm Cardi B.

20 Q. You were just there; right? 14:30:58

21 A. Um-hum.

22 Q. For the Coachella Music
23 Festival?

24 A. Um-hum.

25 Q. Yes? 14:31:11

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1 A. Yes.

2 Q. I'm going to ask you a little
3 bit about KSR and the relationship you had
4 can KSR and Shaft.

5 He was your -- KSR was your 14:31:26
6 record label; right?

7 A. I guess it was, but I was under
8 the impression that it was, like, my
9 manage, my manager.

10 Q. Okay. And KSR, you understood 14:31:43
11 that KSR was managing other clients in
12 addition to you?

13 A. Um-hum.

14 Q. But celebrities?

15 A. Um-hum. 14:31:53

16 Q. Josh X.

17 A. Um-hum.

18 Q. Yes?

19 A. Yes.

20 Q. To all those questions? 14:31:56

21 A. Um-hum. Yes.

22 Q. And did you, what was your
23 understanding of what Shaft and KSR were
24 supposed to be doing for you as a manager?

25 A. Um, just taking care of things 14:32:07

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1 that I couldn't, that I couldn't do.

2 Like, it's, like, book my shows.

3 Make sure that everything is
4 going smooth.

5 Talking to people. 14:32:17

6 Because, you know, like, when an
7 artist talks to people, it's just like,
8 people try to take, like, take advantage,
9 or just certain conversations that I don't
10 feel like I should be having with people. 14:32:30

11 So, getting people to do things
12 for me.

13 Q. So, part of his responsibility,
14 in your mind, was to book shows?

15 A. Um-hum. 14:32:45

16 Q. Yes?

17 A. Yes.

18 Q. Including shows in California;
19 right?

20 A. I guess so, yes. 14:32:49

21 Q. Okay. And part of booking shows
22 for you in California was trying to get
23 people to come to the shows; right?

24 A. I mean, they was going to come
25 regardless. Like, I was, like, popular. 14:33:01

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1 So, it's like, I don't gotta make people
2 to try. People always come, no matter
3 where I'm at.

4 Q. Okay. So, when you go, it's --
5 I'm thinking back to this 2016 time period 14:33:11
6 when you were going to shows in
7 California. Were you also promoting your
8 appearances and letting people know who
9 were following you on Instagram and
10 Twitter that you're going to be at this 14:33:23
11 place in L.A. or this place in Oakland
12 and, you know, come see my show?

13 A. Yeah.

14 Q. Yes?

15 A. Yes. 14:33:30

16 Q. Do you remember entering into a
17 contract with KSR at some point in time?

18 A. No. That's what I have an issue
19 with.

20 Q. You don't think you ever had a 14:33:53
21 contract with KSR?

22 A. I didn't know that I had a
23 contract, but -- it was just very
24 confusing the way he used to explain it to
25 me, or not explain it at all. 14:34:04

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1 A. Nobody never negotiated shit.
2 Shaft just used to give me shit, like,
3 hay, this is for, um, da, da, da.

4 Q. Do you know who Rick Joseph is?

5 A. Rick Joseph used to be Shaft's 14:37:07
6 lawyer, which Shaft always used to talk
7 to. I barely had any contact with him.
8 Had. I met him one time.

9 Q. Where did you meet him?

10 A. I met him, like, on a show. And 14:37:28
11 he just came, shook my hand, represented
12 me to his wife. And Shaft was, like,
13 this is the guy that is closing the deals,
14 Cardi.

15 Q. Was that at a show in 14:37:45
16 California --

17 A. Yes.

18 Q. -- where you met him?

19 A. Um-hum.

20 Q. Yes? 14:37:49

21 A. Yes.

22 Q. Did he ever act as your
23 attorney?

24 A. I never spoke to him; so, it's,
25 like, he never really represented me. 14:38:02

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1 Like, you know, what I'm saying? Like,
2 Shaft got him, and I never spoke to him.
3 I never get to ask him any questions about
4 my deal.

5 It was just, like, Shaft -- 14:38:12
6 Shaft, Shaft, Shaft.

7 Q. And when you say Shaft was
8 talking to him all the time, what do you
9 mean by that?

10 A. Like, he always used to be on 14:38:23
11 the phone with him; so, it was, like,
12 okay, whatever.

13 Q. Do you know if Shaft ever
14 exchanged e-mails or text messages with
15 him? 14:38:34

16 A. I don't know, because I don't --
17 I don't got his information.

18 Q. Okay. Did you ever hear of a
19 company called Empire?

20 A. No. 14:38:59

21 Q. Did you ever hear of a company
22 called Empire Distribution?

23 A. No. Is that like a label or
24 something?

25 Q. Did Shaft ever tell you that he 14:39:06

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1 released since Gangsta Bitch?

2 A. One.

3 Q. And which one was that?

4 A. Um, Invasion of Privacy.

5 Q. Okay. I'm not talking about 14:41:43

6 just with Shaft. I'm talking about any

7 other albums you've released since Gangsta

8 Bitch Volume 1 -- albums, mixed tapes,

9 anything?

10 A. I did Gangsta Bitch 1, Gangsta 14:41:51

11 Bitch 2 and Invasion of Privacy.

12 Q. Okay. And you toured for

13 Invasion of Privacy; right?

14 A. No, one.

15 Q. "No, one" what? 14:42:00

16 A. I'm sorry. Can you repeat the
17 question.

18 Q. Yes. Did you tour for Invasion
19 of Privacy?

20 A. No. 14:42:07

21 Q. Did you tour for Gangsta Bitch?

22 A. I did, like, a mini-tour for the
23 first album, for the first mix tape.

24 Q. Where was that?

25 A. Um, Connecticut. Connecticut. 14:42:21

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1 Um, Orlando. Atlanta. One in
2 Oakland. I really can't remember much,
3 because it was such a fucking fail.

4 Q. Why was it a fail?

5 A. Because, like -- you know, like, 14:43:03
6 Shaft had his artist.

7 This shit is so crazy. Like,
8 Shaft had his artist, and I had to, like,
9 make sure that his artist had rooms and
10 shit and vans to move around. 14:43:29

11 Q. What do you mean you had to make
12 sure?

13 A. Like, I had to make sure those
14 guys were, like -- the people that were
15 touring was, like, stable. So, it was, 14:43:40
16 like, oh yes, I'm going to make you a
17 tour, but you practically got to, like,
18 fund it.

19 Q. So, were you running the tour,
20 as well? 14:43:54

21 A. No.

22 Q. Oh, you were paying for it?

23 A. Yes.

24 Q. And you were paying for
25 transportation for the other artists; 14:44:01

1 right?

2 A. (Indicating)

3 Q. Yes? You've got to answer
4 verbally.

5 A. Yes. 14:44:09

6 Q. And you were paying for the
7 hotels where they stayed; correct?

8 A. Most likely, yes.

9 Q. Yes. And that included when you
10 traveled to Oakland? 14:44:20

11 A. Yes. Because Shaft was
12 practically, he always put in my head
13 that, like, when it comes to tour, that
14 you got, it's like a sacrifice that you do
15 for people to get to see you more. 14:44:33

16 To listen to you more.

17 I said, okay, whatever.

18 Q. So, when you did that tour and
19 you had to stop in Oakland, it was part,
20 part of the reason for that was to promote 14:44:47
21 the Gangsta Bitch Volume 1 mix tape;
22 right?

23 A. I was -- I would say, like, I'm
24 not -- I don't know if I should say, like,
25 promote, because people already wanted to 14:44:57

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1 see me. Like, I was already so popular,
2 people wanted to see me and, like,
3 Oakland, I know is one of the cities that
4 I practically went like -- I think I went
5 there one time, and I was so requested to 14:45:07
6 go back there that, like, they put me back
7 two times. And it's, like, my friend, my
8 best friend was the one that actually
9 booked me there twice.

10 So. 14:45:20

11 Q. Yes. Who was that?

12 A. Her name is Ashanti.

13 Q. Okay. Does she live in Oakland
14 or does she live here in New York?

15 A. She lives in Oakland. 14:45:31

16 Q. Okay. And she booked the
17 Oakland appearance?

18 A. Yes.

19 Q. Okay. So, you were out there
20 promoting yourself as Cardi B; right? 14:45:40

21 A. Yes.

22 Q. But the only album or mix tape
23 you had out at that time was Gangsta Bitch
24 Volume 1; correct?

25 A. Yes. 14:45:46

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1 Q. Okay. And when your friend
2 Ashanti did the booking for the Oakland
3 appearance and the other appearances, did
4 she get a cut of that, or was she doing
5 that as favor for you? 14:45:57

6 A. I don't know. She was most
7 likely getting a cut of it, because I know
8 it's, like, like, she, she was getting,
9 like, help from somebody; so, I don't know
10 if it's, like, the promoter gets the help, 14:46:06
11 the promoter gets the money. I don't know
12 who gets the money, so. But I know that
13 she used to, like, oh, my God, my event.
14 My event. It was, like, whatever.

15 Q. Did you understand that she got 14:46:19
16 paid something for --

17 A. Most likely, yes.

18 Q. Okay. And that you paid her?

19 A. No. I had to, like, pay her,
20 because it's, like, she was just -- 14:46:27

21 At first she booked me; she paid
22 me some money. But then, like, the second
23 turn around, yes, she paid me some money,
24 but it was, like, from the money that they
25 paid me, I had to invest in my tour. 14:46:38

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1 like, she was the one doing the venues and
2 shit.

3 Q. Okay. I'm going to hand you
4 another exhibit that was marked as Exhibit
5 2. This was marked at Shaft's deposition. 14:47:41

6 And this is sort of a collection
7 of different images. I want you to take a
8 look through it and let me know if you've
9 seen them before.

10 A. I mean, it's like it's all the 14:48:18
11 same picture.

12 Q. Take a look at the last one.

13 A. Okay.

14 Q. Did you ever see that one? This
15 is Bates-stamped KSR 0006. 14:48:31

16 A. Yes.

17 Q. You've seen it?

18 A. I mean, I see my face. Like,
19 it's all about my face.

20 Q. Yes. 14:48:41

21 A. Um-hum.

22 Q. So, that's you in that picture,
23 and that's the model that did the shoot in
24 Canada; right?

25 A. Yes. 14:48:49

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1 Q. Okay. And that looks like -- is
2 that like a Calvin and Hobbes tattoo there
3 on his back; do you see that?

4 A. Yes.

5 Q. Do you remember seeing that? 14:48:57

6 A. I never really cared to, like,
7 see, because I didn't give a fuck. I
8 cared for me, and it was, like, all about
9 me.

10 Q. But that's not the picture, the 14:49:08
11 image --

12 A. It's not the same image as this
13 one.

14 Q. That's not the image you chose
15 for the artwork for Gangsta Bitch Volume 14:49:16
16 1; correct?

17 A. No.

18 Q. Okay.

19 A. Well, it is, because it's, like,
20 my same face. It's my face. 14:49:22

21 Q. Right.

22 A. So --

23 Q. But that's not the image of the
24 artwork, the tattoos on the model that was
25 used for the artwork on the mix tape; 14:49:35

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1 correct?

2 A. Um-hum. Yeah.

3 Q. Okay. And so, if you go back to
4 page 1 of this exhibit, that's the, that's
5 ultimately the artwork that was, that you 14:49:42
6 selected for the mix tape cover; right?

7 A. Yes. But this is my thing;
8 right? This is my thing.

9 I didn't give a fuck about this
10 tattoo. I didn't give a fuck about none 14:49:54
11 of that shit. So, when it comes to that,
12 you need to go to the photographer, or
13 whoever edited this shit, because that's
14 who did it -- clearly.

15 So, what does that got to do 14:50:11
16 with me?

17 Q. Did you ever ask Shaft, or
18 anyone else, where this image of the
19 tattoo came from?

20 A. No. Because I never even paid 14:50:22
21 attention to it.

22 Q. Did you care about it?

23 A. No.

24 Q. Do you see that on page 1 of
25 this Exhibit 2 there's a little logo that 14:50:28

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1 A. You know what I'm saying --

2 Q. I'm just trying to understand
3 what you were trying to put out there for
4 your image at the time.

5 A. I mean, I am, I am a gangster. 14:51:21

6 Like, I feel like I am a
7 gangster, like, I'm a gangsta. You know?
8 I'm a stand-up girl. You know what I'm
9 saying.

10 I'm a good girl. 14:51:30

11 But you know I have a lot of
12 heart. So, I consider myself a gangster.

13 I'm from the hood. And that's
14 what people from the hood like to consider
15 themselves. I have a heart of a lion; so, 14:51:42
16 that's what I am.

17 Like, I'm not a pretty girl, or
18 I am a pretty girl, but I'm not like this,
19 this pink girly girl.

20 I'm, like, the Buttercup, you 14:51:57

21 know? There's three powerful girls.
22 There's Blossom, and there's Bubbles and
23 there's Buttercup, the green one. That's
24 me. That's who I am.

25 Q. Okay. And that's your 14:52:07

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1 personality that you're putting out there
2 as part of your reputation as an
3 entertainer --

4 A. Um-hum.

5 Q. -- and your personality as an 14:52:15
6 entertainer; right?

7 A. Yes.

8 MR. CONLAN: You can put that
9 down.

10 THE WITNESS: Sorry. 14:52:33

11 Q. Do you know who Mark Cheatham
12 is?

13 A. Yes.

14 Q. Is he one of your agents now?

15 A. Um-hum. 14:52:46

16 Q. He represents you?

17 A. Aha.

18 Q. As what?

19 A. A booking agent.

20 Q. He works for Creative Artists? 14:52:52

21 A. I don't even really know, to be
22 honest.

23 Q. Where is he based?

24 A. He's based in -- I really don't
25 know. 14:53:02

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1 Q. Does he have an office in
2 California?

3 A. Most likely.

4 Q. You're not sure?

5 A. I've never been to his office. 14:53:10

6 Q. Did you ever meet him in
7 California?

8 A. I met him in California. I met
9 him in Vegas.

10 Q. How long has he been 14:53:16
11 representing you?

12 A. Um, I'm not really sure, because
13 you might probably think that I'm really
14 dumb, and I am practically pretty dumb
15 because of this shit. Because it's, like, 14:53:33
16 I've always been aware that he used to
17 book, he used to, like, book me and stuff,
18 but I never really had conversations with
19 him. I never had conversations with him,
20 and to -- 14:53:42

21 Um -- and to -- I, you know,
22 wasn't getting managed anymore.

23 So, I had to have my publishers,
24 like, talk to him because I didn't have no
25 control. I didn't really, I wasn't doing 14:53:57

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1 before?

2 A. No.

3 Q. Have you ever seen any document
4 that shows the total amount of sales in
5 2016 and '17 of the Gangsta Bitch Volume 1 14:55:13
6 mix tape?

7 A. No. But I'm seeing them now.

8 Q. Did anyone ever tell you how
9 many dollars in sales there were for
10 Gangsta Bitch Volume 1? 14:55:28

11 A. Um, like the first, the first
12 time, the first, like, three times I got
13 paid. Yes.

14 Q. Okay. It's -- the album is
15 still, the mix tape is still for sale; 14:55:41
16 right?

17 A. I guess so, yes.

18 Q. Who owns the rights to it?

19 A. I think, Shaft. Maybe Atlantic.
20 I'm not even sure. I haven't seen no 14:55:50
21 fucking -- I haven't gotten a check for
22 me. I haven't even gotten, I haven't
23 gotten a check for my damn album; so, I
24 wouldn't even know.

25 Q. Are you still working with 14:56:00

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1 A. He was, like, the lawyer that
2 Shaft got me to sign the Atlantic deal.
3 So, now it's, like, why am I -- why is,
4 like, Joseph --

5 Q. Okay. Where is Scott Mason 15:08:53
6 based?

7 A. He's based in New York.

8 Q. Okay. Do you see here that in
9 this contract Rick Joseph out of Beverly
10 Hills was acting as your lawyer? 15:09:03

11 A. Can you put this in the case?
12 I'm sorry.

13 MR. DOWLING: Okay. Let's just
14 stick to the questions and the
15 answers, and we'll talk about the rest 15:09:13
16 of it.

17 Q. Do you see it at the top of the
18 page there on Exhibit 10?

19 A. Yes.

20 Q. It says, "Washpoppin Inc. care 15:09:18
21 of the law offices of Rick Joseph in
22 Beverly Hills"?

23 A. Um-hum.

24 Q. Yes?

25 A. Yes, I see it. But this is my 15:09:26

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1 think, though.

2 This wasn't, like, the lawyer
3 that was representing me. When it came to
4 Atlantic --

5 Anybody? 15:09:46

6 Q. Um --

7 A. Like, the man that was
8 representing me, that read me my Atlantic
9 deal --

10 Q. Yes. 15:09:57

11 A. -- was Scott Mason.

12 Q. Meaning, he got you the
13 relationship with Atlantic?

14 A. He didn't got me the
15 relationship with Atlantic, Shaft got me 15:10:05
16 the relationship with Atlantic. No. As a
17 matter of fact, it was A&R that got me the
18 relationship with Atlantic.

19 But, you know, Shaft was my
20 manager; so, Shaft got me a lawyer called 15:10:17
21 Scott Mason to read me my Atlantic deal
22 and to represent me.

23 So, for Joseph, because he
24 claimed that it would be like a conflict
25 of interest, if we had, like, the same 15:10:38

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1 lawyer representing us.

2 And I was, like, what the fuck,
3 like, what does that even mean? Like,
4 what are you talking about?

5 Q. Are you talking about for this 15:10:51
6 contract in particular?

7 A. Yes.

8 Q. Okay. This contract, Exhibit
9 10, that you're looking at?

10 A. Yes. Like, Scott Mason was my 15:10:57
11 representative for, um, for the Atlantic
12 record deal. So, I don't understand why
13 this man is here.

14 Q. Okay. Let me show you another
15 exhibit. 15:11:10

16 MR. CONLAN: (Handing).

17 Q. And this is called a
18 merchandising rights agreement. And this
19 is, I think, I believe to be related to,
20 in some way, Exhibit 10. 15:11:24

21 And this is another one. If you
22 look at the top of the agreement, it says,
23 "Washpoppin Inc., care of the law offices
24 of Rick Joseph in Beverly Hills"; do you
25 see that? 15:11:38

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1 A. Yes.

2 Q. Okay. "Regarding the
3 merchandising rights related to Belcalis
4 Almanzar, professionally known as Cardi
5 B"; that's you? 15:11:49

6 A. Um-hum. Yes.

7 Q. Yes? And then, if you look to
8 the very last page of this agreement,
9 that's also your signature on behalf of
10 yourself individually, and then on behalf 15:11:56
11 of Washpoppin; right?

12 A. Yes. But I don't, I really
13 don't remember this shit.

14 Q. Okay. But that is your
15 signature, those are your signatures; 15:12:03
16 right?

17 A. Um-hum.

18 Q. Yes?

19 A. Yes.

20 Q. Okay. 15:12:07

21 A. Because, as a matter of fact,
22 then again, when I was signing with
23 Atlantic, they just gave me, like, a
24 whole, like, a folder full of shit to just
25 sign, sign, sign. 15:12:18

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1 But my thing is --

2 Well, this doesn't even, like, I

3 guess, concern you, then. I'm sorry.

4 This probably doesn't even concern you or

5 something. I don't even -- if I don't 15:12:27

6 even care.

7 But I don't understand why,

8 like, Rick Joseph is in these papers when

9 Scott Mason was my representative.

10 MR. DOWLING: There's an 15:12:43

11 explanation, but it doesn't have

12 anything to do with your activities in

13 California, other than the fact that

14 his name is on the paper.

15 Q. Let me -- 15:12:51

16 A. That's why I pay Scott Mason

17 for.

18 MR. DOWLING: Okay.

19 Q. Let me hand you a different

20 exhibit. 15:12:59

21 THE WITNESS: Um-hum.

22 Q. This is Exhibit 14.

23 A. Yes.

24 Q. Do you remember making a Youtube

25 video called "Cardi B Travels to 15:13:15

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1 California"?

2 A. Yes. But in this right here, I
3 wasn't with Shaft.

4 Q. Okay.

5 A. I was with my home girl that was 15:13:19
6 managing me at the time. Her name is Kita
7 -- well, her name is Ashley. Ashley,
8 um -- Staples.

9 Q. Ashley Staples?

10 A. Yes. 15:13:30

11 Q. Where was she based?

12 A. She was based in New York.

13 Q. Okay. And this is for something
14 called Washpoppin TV; do you see that --
15 down at the bottom there? 15:13:39

16 A. This was, this wasn't -- I don't
17 -- this wasn't for Washpoppin TV, whatever
18 the fuck this is. This was for, um,
19 Instagram.

20 Q. Okay. But this was on Youtube;
21 right?

22 A. I don't know who would be owning
23 the shit for Youtube, though. I never
24 had, like, a Youtube account.

25 Q. What were you doing on this? 15:14:03

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1 Did you tour California?

2 A. Um, here I know, for a fact, I
3 was in a party. I don't even think, to be
4 honest with you, I don't even think that
5 right here I even had a mix tape. Like, I 15:14:16
6 think I went over there to strip, because
7 I was a stripper.

8 Q. I think this was April, 2015.
9 Do you see where it says, "Washpoppin TV";
10 do you see the date? 15:14:27

11 A. Yes.

12 Q. So, that was the year before
13 Gangsta Bitch dropped; right?

14 A. Yes.

15 Q. Okay.

16 A. So, I was there stripping.

17 Q. So, you were dancing in
18 California?

19 A. Um-hum.

20 Q. How many places did you dance? 15:14:39

21 A. One.

22 Q. Just one?

23 A. Um-hum.

24 Q. Where was that?

25 A. I don't really remember the 15:14:42

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1 A. No. Because he didn't have to.

2 He was a nobody; so, how can he put the

3 word out when I'm, I'm the one they're

4 calling for. You know what I'm saying?

5 How can you promote yourself when you're 15:15:54

6 not the one that anybody knows.

7 Q. Yes. Well, let me just give you

8 an example.

9 This is Exhibit 15. And this is

10 a still from the KSR Group Instagram feed. 15:16:08

11 Sorry.

12 And this is one of your

13 appearances at Sam's Hofbrau; right?

14 A. Yes.

15 Q. And that's a place in Los 15:16:21

16 Angeles?

17 A. Yes.

18 Q. Did you dance there for that

19 appearance?

20 A. I know I danced there before. 15:16:24

21 And then, I know I went there one time to

22 chill, and I got booked.

23 Q. Okay.

24 A. But my thing is, right, that

25 it's, like, um, even if he was posting me, 15:16:43

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1 I guess, like, does it really matter?
2 Because it's, like, nobody is looking at
3 your page. Like, look, I'm looking at it
4 right now. He's got 24 likes.

5 Q. Okay. You see, though, this 15:16:55
6 came from the KSR Instagram feed; right?

7 A. Yes.

8 Q. Okay. And whether he was
9 getting that many likes or not, you knew
10 that he was putting out the -- your name 15:17:04
11 and your events through that Instagram
12 feed at the time?

13 A. I don't really know if he was --
14 I don't really know about his page, to be
15 honest with you. Like, I know about his 15:17:20
16 real page, I am Shaft, and I know he
17 posted me a couple of times, of course,
18 why not;

19 Q. I'm going to show you another
20 one which was marked as Exhibit 17. 15:17:34

21 MR. CONLAN: (Handing).

22 MR. DOWLING: Thank you.

23 Q. This is another still from the
24 KSR Group Instagram feed, and there's a,
25 there's some kind of a little link down at 15:17:51

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1 the bottom, where it says, "I am Cardi B";
2 that's your Instagram feed; right? On the
3 bottom left. Do you see that down there?

4 A. Yes.

5 Q. And this is promoting a, it 15:18:00
6 looks like some makeup under the
7 Washpoppin name?

8 A. Yes. Um-hum.

9 Q. Okay. Yes?

10 A. Yes. 15:18:10

11 Q. And this was for a model call in
12 Los Angeles?

13 A. Yes.

14 Q. Do you sell -- does Washpoppin
15 sell products in California? 15:18:17

16 A. No.

17 Q. Did it at this time?

18 A. No.

19 Q. Was there ever a Washpoppin eye
20 shadow that was released? 15:18:25

21 A. There was a Washpoppin eye
22 shadow that we was working on, but it
23 never got released.

24 Q. Okay. Does Washpoppin sell any
25 products, or merchandise or anything like 15:18:35

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1 that?

2 A. I think the first time we ever
3 sold anything, it was like some onesie
4 hoodies, but like you see how Washpoppin
5 is, like, my company. It wasn't going to 15:18:47
6 my bank account, though.

7 THE WITNESS: Are they fixing my
8 phone? I got to call my mom.

9 Damien, do you know if they got
10 my phone back? 15:19:24

11 MR. GRANDERSON: I'm checking.

12 THE WITNESS: I've got to call
13 my mom.

14 Q. Okay. Ms. Almanzar, in February
15 of 2016 did you dance at a place called 15:20:12
16 Ohm; do you remember that place?

17 A. What's it called?

18 Q. Ohm Nightclub.

19 A. I don't remember.

20 Q. Do you remember something called 15:20:26
21 "A La La Land" that you were doing as part
22 of your appearances in California?

23 A. Um, I think I had, like, a
24 meet-and-greet.

25 Q. Okay. Did you ever come out and 15:20:38

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1 do an appearance with a guy named DJ Self;

2 do you remember that?

3 A. Yes.

4 Q. Okay. And that was in L.A.?

5 A. Most likely, yes. 15:20:53

6 Q. Okay. And who set up the, do
7 you remember who set up the travel and
8 hotel and stuff for that trip?

9 A. I mean, it depends on what years
10 it was, because if it's like in, I think 15:21:04
11 around 2017, or so, most likely it was
12 Jay. Or late 2016, it was, like, Jay.
13 And before that, it was, like, most likely
14 Shaft -- or, like, I don't know.

15 Q. Where do you stay when you come 15:21:24
16 to California, when you come to Los
17 Angeles for --

18 MR. DOWLING: Are you talking
19 about now, or then?

20 MR. CONLAN: 2016. 15:21:30

21 A. In a hotel.

22 Q. Well, just in general. I mean,
23 is there a hotel where you like to stay
24 regularly, or do you stay wherever?

25 A. I stay wherever. 15:21:37

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1 Q. Okay. What hotels do you
2 remember staying at in Los Angeles in the
3 times that you visited Los Angeles?

4 MR. DOWLING: Again, it's a
5 compound question, which means it's 15:21:45
6 got a bunch of things in it. This
7 goes to the period 2016 to 2019. You
8 gotta narrow it down.

9 Her life has changed radically,
10 as you well know. 15:21:55

11 A. I really don't remember.

12 Q. You don't remember any of the
13 hotels where you stayed?

14 A. Practically, I think I --

15 They were, like, so crappy; so, 15:22:03
16 I don't even know. Like, I don't know.

17 Q. Do you remember where you stayed
18 when you went up to Oakland?

19 A. Um, gee, probably like the
20 Marriott, some bullshit. Like, some 15:22:22
21 bullshit.

22 Q. I'm going to hand you Exhibit
23 22. This is a still from the KSR
24 Instagram feed, and this is the artwork
25 for Gangsta Bitch Volume 1. 15:22:59

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1 A. Um-hum.

2 Q. And you see, have you seen this
3 before?

4 A. Um, I don't know.

5 Q. Have you ever -- 15:23:16

6 A. I've seen it on my page, like.

7 Q. Okay.

8 MR. DOWLING: The question is
9 whether you've seen this feed,
10 including that print on the side. 15:23:23

11 THE WITNESS: (Indicating).

12 Q. Do you use Instagram a lot?

13 A. Yes.

14 Q. So, you're pretty familiar with
15 the way it works? 15:23:32

16 A. Yes.

17 Q. Okay. And you know what it
18 means when you would put out, like, a
19 hashtag and some word, or something like
20 that? 15:23:40

21 A. Yes.

22 Q. And what's the purpose of that?

23 A. I don't know. To add yourself
24 on the click.

25 Q. And to try to get more looks on 15:23:47

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1 Instagram; right?

2 A. Yes.

3 Q. Yes?

4 A. Yes.

5 Q. Okay. And so, do you remember 15:23:53

6 at any time -- see on this particular feed

7 where it says, hashtag Gangsta Bitch Music

8 Volume 1, and then hashtag GBM B1?

9 A. Yes.

10 Q. Okay. Have you ever used those 15:24:06

11 hashtags on your own Instagram feed?

12 A. Yes.

13 Q. Yes?

14 A. Yes.

15 Q. Okay. When you were traveling 15:24:12

16 in California and you were putting your

17 own pictures, or whatever, on your

18 Instagram feed, did you ever use hashtag

19 Los Angeles, or hashtag Oakland when you

20 were making appearances? 15:24:28

21 A. I doubt it.

22 Q. You doubt it?

23 A. I highly doubt it.

24 Because my thing is that it's,

25 like -- I'm not, I'm not like a hashtagger 15:24:35

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1 that just hashtags, like, stupid stuff.

2 I would just hashtag things that
3 I'll make up.

4 For example, I use hashtag
5 Virkin Pussy, because I made that up. 15:24:44

6 But I'm not the type of person
7 to, like, hashtag, like, Oakland, oh,
8 California, hashtag.

9 No, I would just hashtag my own
10 shit. 15:25:16

11 Q. Including Gangsta Bitch Music
12 Volume 1?

13 A. Yes.

14 Q. Okay.

15 A. Because it's mine. 15:25:20

16 Q. Did you do a feed, an Instagram
17 feed with the Gangsta Bitch Volume 1 mix
18 tape art work?

19 A. Of course.

20 THE WITNESS: Can you please 15:25:53
21 tell Price to call my mom and get
22 the --

23 MR. DOWLING: All this is being
24 copied down.

25 Q. I want to hand you Exhibit 23. 15:26:02

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1 THE WITNESS: This is cool.

2 Q. This is also from the KSR
3 Instagram feed, but this looks like a
4 re-post.

5 Do you know what a re-post is? 15:26:12

6 A. Ha?

7 Q. Yes?

8 A. Yes.

9 Q. Okay. And that's something
10 where one Instagram account takes 15:26:15
11 something from another Instagram account
12 and puts it out there; right?

13 A. Yes.

14 Q. Okay.

15 A. But I remember, I remember, 15:26:22
16 um --

17 I remember when I posted this,
18 like, some girl came to give me some
19 jewelry, and she wanted, like, a -- like,
20 you know, a shout out, like, oh, I gave 15:26:32
21 you some jewelry, give me a shout out,
22 and that's what it is.

23 Q. Okay. But this is your post
24 originally, where it says "out here
25 working in California"; right? 15:26:42

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1 A. Yes.

2 Q. It looks like maybe you did a
3 couple of little waves, or something like
4 that; is that what the emogi is?

5 A. Yes. 15:26:48

6 Q. Okay. And you were out there
7 doing some kind of promotion for you?

8 A. Yes.

9 Q. At the time?

10 A. I was just out there. 15:26:58

11 MR. DOWLING: Is there a date on
12 this?

13 MR. CONLAN: February 16th,
14 2016.

15 MR. DOWLING: Okay. 15:27:04

16 Q. Do you remember being out in
17 Torrance, California dancing at the
18 Spearmint Rhino in March, 2016?

19 A. Um, most likely, yes.

20 Q. Okay. And you remember you were 15:27:39
21 starting to promote the Gangsta Bitch mix
22 tape at that time?

23 A. Gee, I don't even know.

24 Q. Do you remember how much you got
25 paid to dance at the Spearmint Rhino 15:27:59

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1 appearance?

2 A. I don't even remember, but if --
3 if my mix tape was out, I was most likely
4 not dancing anymore.

5 Q. Okay. 15:28:17

6 A. When I put my mix tape out, I
7 wasn't stripping anymore.

8 Q. When you were stripping, when
9 you were appearing in California at
10 different venues, how were you getting 15:28:24
11 paid?

12 A. Like, I used to get paid, like,
13 \$3,000. When I was a stripper I was
14 getting paid, like, \$3,000.

15 Q. For stripping for an evening? 15:28:38

16 A. Um-hum.

17 Q. Okay.

18 A. Gees, I came a long way.

19 Q. Do you remember dancing at a
20 place called Hush in Corona? 15:28:47

21 A. I don't think so. No.

22 Q. I'm going to show you this one
23 now.

24 A. No. Now that I see that it
25 says, "love and hip hop" that means I 15:29:06

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1 wasn't stripping anymore.

2 Q. Okay. What were you doing, just
3 making an appearance?

4 A. Um-hum.

5 Q. Okay. Yes? 15:29:12

6 A. Yes.

7 Q. Okay. Do you remember making
8 that appearance at Hush?

9 A. No. But if it's there, then I
10 guess I did; right? 15:29:21

11 Q. Okay. I want to ask you about
12 this one, which is Exhibit 26.

13 MR. CONLAN: Sorry, Al.

14 MR. DOWLING: That's okay.

15 Q. Do you remember, Ms. Almanzar, 15:29:35
16 making an appearance at -- House Macau?
17 Something called Dad Sunday's Brunch Club.

18 A. What day was this, sir?

19 Q. This looks like March 13th, 1 to
20 7, 2016. Somewhere in Los Angeles. 15:30:04

21 A. Um-hum.

22 Q. Yes?

23 A. Yes.

24 Q. Okay. This Instagram post says
25 it's the official mix tape release party 15:30:15

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1 for Gangsta Bitch Music Volume 1; do you
2 recall that?

3 A. Um-hum. I guess, if it's there,
4 yes.

5 Q. Okay. 15:30:23

6 MR. DOWLING: Well, you're not
7 supposed to guess.

8 Q. Yes. You're not supposed to
9 guess, but --

10 MR. DOWLING: Just give your 15:30:28
11 best recollection.

12 A. This is the thing, like -- this
13 is the thing, like, me, I'll be straight
14 up with you. I didn't give a fuck what
15 promoters used to say, like, would promote 15:30:36
16 about me, as long as I'm going over there
17 and I'm getting, like, my money, then I
18 don't give a fuck.

19 I don't give a shit what they
20 was putting there.

21 I was, like, hey, Cardi B, the
22 dicks sucker. Okay, I'm there, now gimme
23 my check.

24 Q. Do you remember making an
25 appearance at this event in Los Angeles, 15:30:57

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1 and it was headlined as a Gangsta Bitch
2 Volume 1 release party?

3 A. I guess so.

4 I know I was booked there,
5 because I remember that day. I remember 15:31:07
6 that day party. I remember it.

7 Q. Do you remember --

8 A. Because it was my only day party
9 that I think I ever did there.

10 Q. Okay. "Day party," you're 15:31:16
11 saying?

12 A. Day party.

13 Q. During the day?

14 A. Um-hum.

15 Q. Yes. Do you remember doing any 15:31:21
16 other release parties for Gangsta Bitch?

17 A. Um, yes. Like, I was, I was
18 doing parties around this time.

19 Q. Okay.

20 A. So, yes. 15:31:31

21 Q. At the time of the release?

22 A. Yes.

23 Q. Do you have any reason to think
24 that you didn't do a Gangsta Bitch Volume
25 1 release party at that venue? 15:31:40

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1 A. It was most likely it, because,
2 you know what I'm saying, like, if my mix
3 tape came out around that time, that's how
4 people are going to promote it.

5 Like, hey, at the end -- 15:31:49
6 everybody got.

7 So, most likely, yes.

8 Q. Okay. Okay. I'm going to show
9 you another one marked as Exhibit 28.

10 This is something that comes 15:32:08
11 from your Instagram feed; right? "I am
12 Cardi B."

13 A. Yes.

14 Q. Or maybe is this Twitter? This
15 might be Twitter. 15:32:19

16 A. Yes.

17 Q. Do you recognize it as Twitter?

18 A. Yes.

19 Q. Okay. And this says, "Fresno,
20 Washpoppin, I will be in your city 15:32:28
21 tomorrow," and then there's a link here to
22 Instagram, as well; right?

23 A. Yes.

24 Q. This is something that you
25 posted on Twitter? 15:32:33

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1 A. No. Because at that time I
2 wasn't really, I wasn't really into my
3 Twitter.

4 But I know I went to Fresno; so,
5 it wasn't me that posted this on my 15:32:43
6 Twitter, but I know I did went to Fresno.

7 Q. Okay. But somebody did this for
8 you?

9 A. Um-hum.

10 Q. Yes? 15:32:49

11 A. Yes.

12 Q. If you weren't making post on
13 Instagram or Twitter --

14 A. Shaft.

15 Q. Let me just finish the question. 15:32:59

16 A. I'm sorry. My bad.

17 (Indicating).

18 Q. That happens sometimes in these
19 depositions, where you know what I'm going
20 to ask and you answer, but just let me 15:33:09
21 finish, so he can get it down.

22 So, if it weren't you who was
23 posting on Instagram or Twitter, but
24 someone was posting on your behalf, who
25 was it? 15:33:19

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1 A. Shaft.

2 Q. Shaft?

3 A. Um-hum.

4 Q. Okay.

5 MR. DOWLING: Do we have a date 15:33:22
6 on this, the date of the post?

7 MR. CONLAN: Yes. This looks
8 like May of 2016. May 4th.

9 THE WITNESS: Yes. Because I
10 know I went to Fresno only one time. 15:33:31
11 So, I know that it's --

12 MR. DOWLING: I see it.

13 A. It happened.

14 MR. DOWLING: I was just
15 wondering, because this thing is 15:33:39
16 posted against a background of,
17 referring to Invasion of Privacy.

18 Q. Yes. Why is that; do you know?

19 A. What?

20 Q. Why is the post show up against 15:33:48
21 a background of the Invasion of Privacy?

22 A. Um, I don't know. Maybe because
23 you --

24 I mean, how long ago do you guys
25 got this? 15:34:03

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1 Q. I don't know. I only know the
2 date of the actual post.

3 A. So --

4 MR. DOWLING: I have a suspicion
5 that what happens is the day you go to 15:34:15
6 see it and print it, which could have
7 been in 2018, it's showing you a post
8 from 2016 on it. But it's using the
9 backdrop that happens to be there on
10 2018, the day you go there, showing 15:34:28
11 you each post against that backdrop.

12 MR. CONLAN: Yes. I see that.

13 MR. DOWLING: That would make
14 sense.

15 Q. At that top of the post here, 15:34:35
16 Ms. Almanzar, it says, "I'm out here in
17 Fresno." Did you post that?

18 A. I know I didn't post that,
19 because I would never promote shit on my
20 Twitter like that. Like, I wasn't active 15:34:45
21 on Twitter. I didn't care about Twitter.
22 So, it was probably, most likely, Shaft.
23 But I know that I was in Fresno, so. I
24 know for fact I didn't post this.

25 Q. He was doing it for you? 15:34:58

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1 A. Yes.

2 Q. Okay. I'm going to show you
3 another one. This is Exhibit 30. This is
4 an Instagram.

5 MR. CONLAN: This is yours right 15:35:08
6 here.

7 Q. This is an Instagram post from
8 the KSR feed. And this says, "KSR Group
9 hashtag Fresno, hashtag California,
10 hashtag Cardi B, hashtag KSR Group, 15:35:20
11 hashtag GBMV1"; do you see those?

12 A. Yes.

13 Q. Okay. And GBMV1 is Gangsta
14 Bitch; right?

15 A. Yes. 15:35:30

16 Q. Okay. And you see where he's
17 tagging Fresno in California; right?

18 A. Yes.

19 Q. And the purpose of that was to
20 promote your appearance, and also Gangsta 15:35:39
21 Bitch Volume 1 in Fresno, California;
22 correct?

23 MR. DOWLING: You're asking her
24 to speculate as to the intention of
25 whoever created this on KSR's account? 15:35:46

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1 Q. No. I'm asking your
2 understanding of this.

3 MR. DOWLING: Objection as
4 irrelevant.

5 A. I guess so, but this ain't got 15:35:50
6 nothing to do with me.

7 Q. Well, it's got your name on
8 there; right?

9 A. Yes, but this ain't me. This is
10 Shaft, the owner of the page, Shaft. 15:35:59
11 Like, I don't talk like him. So, I'm not,
12 I'm not him. So.

13 Q. When you look at this page, you
14 see that he's promoting an event that you
15 were going to appear at; right? 15:36:11

16 A. Yes. I'm seeing that.

17 Q. Okay. And you see that he's
18 tagging Fresno in California?

19 A. Yes.

20 Q. And do you have an understanding 15:36:20
21 of why he would be doing that?

22 A. No, I don't know why would he do
23 that. I don't know what's on his mind. I
24 don't know, I don't know him clearly. I
25 don't freaking know him like that. 15:36:29

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1 Q. Do you know, when somebody does
2 a hashtag in the name of a city, or the
3 name of a state, what the idea behind that
4 would be?

5 A. It could be for promotion, or it 15:36:42
6 could just be a fashion, too. Because
7 people just hashtag shit because it's the
8 thing to do.

9 (Plaintiff's Exhibit 43,
10 one-page color document re "LAST NIGHT
11 IN FRESNOOO; SOLD OUT .. This lil
12 bitch from The Bronx the one that you
13 slept on for so long, CARDI B Invasion
14 of Privacy OUT NOW, marked for
15 identification as of this date.) 15:37:22

16 MR. CONLAN: I'm going to hand
17 you an exhibit that hasn't been marked
18 yet. That's 43.

19 And this is from the I am Cardi
20 B Twitter feed. And this says. "Last 15:37:30
21 night in Fresnooo sold out. This
22 little bitch from the Bronx, the one
23 that you slept on for so long"; do you
24 see that?

25 A. Yes. 15:37:41

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1 Q. Did you post that?

2 A. I wasn't active on my Twitter;
3 so -- I wasn't really active on my
4 Twitter.

5 Q. So, if it wasn't you, it would 15:37:50
6 have been Shaft?

7 A. Yes. And I know Shaft would,
8 like, practically take shit from my page
9 and, like, re-post it, or some shit.

10 Q. Okay. 15:37:59

11 A. Oh, my goodness. I'm so tired.
12 I'm fucking tired, and I'm in so much
13 pain.

14 Q. Were you the headliner on the
15 tour that had the stop in Oakland that we 15:38:16
16 were talking about earlier?

17 A. Yes. Um-hum.

18 Q. Yes. And that was called the
19 underestimated tour?

20 A. Um-hum. 15:38:23

21 Q. Yes?

22 A. Yes.

23 Q. And when you appeared in
24 Oakland, you were singing, you were
25 performing music from Gangsta Bitch; is 15:38:29

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1 that right?

2 A. Yes.

3 MR. DOWLING: Could we go off
4 the record for a second.

5 MR. CONLAN: Sure. 15:38:49

6 THE VIDEOGRAPHER: The time now
7 is approximately 3:39. We're going
8 off the record.

9 (Whereupon, an off-the-record
10 discussion was held.) 15:45:36

11 THE VIDEOGRAPHER: Stand by.
12 The time now is 3:46. We're back on
13 the record.

14 Q. Okay.

15 I'm going to hand you Exhibit 15:46:12
16 44.

17 (Plaintiff's Exhibit 44,
18 one-page color document re Iamcardib
19 OAKLAND THANK YOU SOOO MUCH, marked
20 for identification as of this date.) 15:46:22

21 Q. This is another post from the I
22 am Cardi B Twitter feed. This is from
23 July of 2016.

24 It looks like it follows an
25 appearance in Oakland. Did you post this? 15:46:32

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1 A. --

2 Q. Yes?

3 A. Yes.

4 Q. Okay. That's your message that

5 you put on there?

15:46:40

6 A. Um-hum.

7 Q. Okay. Yes.

8 A. Um-hum.

9 Q. Yes?

10 A. Yes.

15:46:44

11 Q. And you tagged the

12 underestimated tour and Gangsta Bitch

13 Music Volume 1?

14 A. Yes.

15 Q. Did you perform in June of 2017

15:47:21

16 at a place called Vibiana in Los Angeles;

17 do you recall?

18 A. Most likely, yes.

19 Q. Do you remember the BET awards

20 that you appeared at?

15:47:38

21 A. Yes.

22 Q. Was it around that time when you

23 performed at Vibiana?

24 A. I really -- I don't remember the

25 club name, but I know I was booked around

15:47:49

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1 that time; so, most likely, yes.

2 Q. I'm going to hand you Exhibit
3 37.

4 This is from the I am Cardi B
5 Twitter feed, and this is -- the image is, 15:48:29
6 that's you, and it says, "performing at
7 the BMA pre-show"; do you see that?

8 A. Yes.

9 Q. And those are the video music
10 awards in 2017? 15:48:43

11 A. Um-hum.

12 Q. Yes? That was in August of
13 2017?

14 A. Um-hum. Yes.

15 Q. And you were up in Oakland again 15:49:09
16 the next month. Do you remember
17 performing in Oakland shortly after that
18 appearance in Los Angeles?

19 I'll hand you Exhibit 38.

20 A. Oh, yes. I remember this date,
21 yes.

22 Q. Did you stay in California
23 between the Los Angeles show and the
24 Oakland show, or did you travel back to
25 New York and then come back to California 15:49:32

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1 that you understand Washpoppin
2 trademarked, though; correct?

3 A. Um-hum.

4 Q. Yes?

5 A. Yes.

6 Q. Do you remember appearing on The
7 Ellen Show in April of 2018?

8 A. Um-hum.

9 Q. Yes?

10 A. Yes. 15:51:48

11 Q. And shortly before you appeared
12 on The Ellen Show, you were also at
13 Coachella?

14 A. Yes.

15 Q. Performing? 15:51:58

16 A. Um-hum.

17 Q. And that Coachella is out in,
18 near Palm Desert?

19 A. That was in 2018; right?

20 Q. Yes. 15:52:05

21 A. Um-hum.

22 Q. Yes?

23 A. Yes.

24 Q. Do you know who Selena Gomez is?

25 A. Yes. 15:52:15

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1 Q. She's an actress?

2 A. Yes.

3 Q. Did you shoot a video with her
4 in Los Angeles in 2018?

5 A. Yes. 15:52:27

6 Q. What was that for?

7 A. A song.

8 Q. For what?

9 A. A song.

10 Q. One of your songs? 15:52:35

11 A. Uh-uh. DJ Snake.

12 Q. Was it a song that you performed
13 on? Yes?

14 A. Yes.

15 Q. You collaborate with other 15:52:46
16 artists; right?

17 A. Um-hum.

18 Q. Yes?

19 A. Yes.

20 Q. And you collaborate with Adam 15:52:53
21 Levine; right?

22 A. No.

23 Q. You never collaborated with Adam
24 Levine?

25 A. No. 15:53:00

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1 Q. Have you collaborated with Bruno
2 Mars?

3 A. Yes.

4 Q. Have you ever recorded music in
5 California? 15:53:08

6 A. Yes.

7 Q. Okay. How many times?

8 A. It really depends when I'm
9 there.

10 That's not the place where I 15:53:17
11 catch the vibe at. I usually record in
12 New York. I recorded my album in Atlanta
13 and in Miami.

14 I was going to start it up in
15 L.A., but I just couldn't. Like, my 15:53:30
16 recent schedule.

17 And the time. I just don't go
18 there.

19 Q. How many times have you recorded
20 music in Los Angeles? 15:53:40

21 A. I'd say, about, like, six times.

22 Q. Okay. At the same studio?

23 A. Um, it would be a lot of
24 different studios. It would be a lot of
25 different studios. 15:54:02

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1 Q. In Los Angeles?

2 A. Um-hum.

3 Q. Yes?

4 A. Yes.

5 Q. Okay. 15:54:07

6 MR. DOWLING: What time frame
7 are you talking about?

8 MR. CONLAN: Anytime.

9 Q. Do you recall when it was that
10 you first recorded music in Los Angeles? 15:54:14

11 A. Yes. 2018.

12 Q. Okay. And so, about six times
13 since then?

14 A. Um-hum. Probably more. I don't
15 know. 15:54:31

16 Q. Did you perform at the American
17 Music Awards in Los Angeles in October of
18 2018?

19 A. Yes.

20 THE WITNESS: Do we have the 15:55:12
21 same flavor?

22 MR. GRANDERSON: Yes.

23 MR. DOWLING: Really?

24 MR. GRANDERSON: I think so.

25 Q. Who is Erica La'Pearl? 15:55:17

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1 A. My makeup artist.

2 Q. And where is she based?

3 A. In Atlanta.

4 (Pause)

5 Q. Have you ever heard of an event 15:55:25
6 called Fashion Nova?

7 A. Yes.

8 Q. And you appeared at a Fashion
9 Nova launch event in Hollywood, California
10 in November of 2018? 15:55:52

11 A. Yes.

12 Q. A few months ago?

13 A. Yes.

14 Q. And you also appeared at the
15 iHeart Radio 2018 Jingle Ball in November 15:56:02
16 of 2018 at The Forum?

17 A. Yes.

18 Q. And then, you performed in
19 December of 2018 at the Rolling Loud
20 Festival in Los Angeles? 15:56:20

21 A. Yes.

22 Q. I'm going to hand you another
23 exhibit, which was, which I'm going to
24 mark as 46.

25 (Plaintiff's Exhibit 46, 15:56:39

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1 is; so, I don't know what that is really.

2 If you find out that I was
3 there; then, yes, then yes, I was.

4 July Seventeen EC Awards, --
5 yes. 15:59:02

6 Crazy, yeah.

7 I'm not sure what that is,
8 Liaison -- I don't know.

9 Q. Your best understanding is that
10 you did appear or perform at each of these 15:59:16
11 events listed on this document?

12 A. Yes.

13 Q. Okay. Did you perform at a
14 place called Parq in San Diego, P-A-R-Q,
15 in August of 2017? 15:59:27

16 A. I don't remember the name, but I
17 do remember that I went to San Diego one
18 time. So, most likely Yes.

19 Q. Just one time?

20 A. Um, yes. Yes. 15:59:37

21 THE WITNESS: Is he up here?

22 I need to be excused.

23 MR. CONLAN: Take a break?

24 Let's go off the record for a minute.

25 THE VIDEOGRAPHER: The time now 16:00:02

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1 We may have discussed this, but
2 you appeared at and performed at Coachella
3 in 2018?

4 A. Um-hum.

5 Q. Yes? 16:38:19

6 A. Yes.

7 Q. And then you appeared at an
8 event called Tropicalia, also in November
9 of 2018; do you remember that?

10 Morrisey was there. Mazzy Star. 16:38:30
11 Mac DeMarco.

12 A. I guess so.

13 Q. Long Beach. Does that sound
14 familiar? In Long Beach?

15 A. I don't remember. Most likely. 16:38:40

16 Q. Excuse me?

17 A. I don't remember. Most likely.

18 Q. Okay. Did you perform at the
19 KIIS FM Jingle Ball in 2018 at The Forum?

20 A. Yes. 16:39:00

21 Q. And then we talked about the
22 Rolling Loud Festival in 2018.

23 And then you also appeared at
24 the Grammys in February of this year at
25 Staples Center? 16:39:11

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1 A. Yes.

2 Q. And then, you've been on James
3 Corden's Carpool Karaoke, and that was in
4 Los Angeles last December; do you remember
5 that? 16:39:17

6 A. Yes.

7 Q. And then, you were just in
8 Coachella. We talked about that earlier?

9 A. Yes.

10 Q. So, Coachella for 2019; right? 16:39:25

11 A. Um-hum.

12 Q. And then, you're going to be in
13 California for the mid-state fair in Paso
14 Robles this summer; correct?

15 A. I think so. Most likely, yes. 16:39:33

16 Q. Okay. Do you have any other
17 appearances planned that you're aware of
18 in California at the moment?

19 A. Hmm?

20 Q. You have to any other appearance 16:39:40
21 planned or booked in California at the
22 moment that you're aware of?

23 A. I don't know. Most likely, yes.

24 Q. Do you know when the next time
25 is that you're going to be in Los Angeles? 16:39:50

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1 A. (Indicating)

2 Q. No?

3 A. I don't be knowing my schedule.

4 I just live with the flow.

5 Q. I just want you to answer it 16:40:02

6 verbally, so that he can transcribe it.

7 A. Okay. I don't know.

8 Q. Okay. And you performed with

9 Bruno Mars in, on four dates at Staples

10 Center in October? 16:40:15

11 A. Yes.

12 Q. Okay. Was that in 2018 or '17?

13 A. I think it was 2018.

14 Q. Okay.

15 A. I think. I'm not sure, but it's 16:40:26

16 one of them.

17 Q. Okay.

18 (Plaintiff's Exhibit 47,

19 one-page color document, re We #7 On

20 The Charts !! Thank You Guys !!

21 #GanstaBitchMusixVoll, marked for

22 identification as of this date.)

23 Q. I'm going to hand you Exhibit

24 47. This one is for your attorney there.

25 47 is a shot of your Twitter 16:40:51

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1 feed I am Cardi B. It says, "We number 7
2 on the charts. Thank you guys," and then
3 hash tag Gangsta Bitch Music Volume 1; do
4 you see that?

5 A. I don't know. It's not familiar 16:41:15
6 to me.

7 Q. It doesn't look familiar to you?

8 A. No. I probably posted it on my
9 Instagram, but I wasn't really active on
10 my Twitter like that. 16:41:27

11 Q. Okay. If you didn't post it, it
12 should have been Shaft who posted it,
13 though?

14 A. Yes.

15 Q. Did Shaft ever tell you that 16:41:34
16 Gangsta Bitch had 100,000 downloads on
17 the DAT PIF site?

18 A. I don't remember.

19 Q. Did he ever tell you that there
20 were 85,000 downloads of Gangsta Bitch on 16:41:55
21 Spinella?

22 A. No.

23 Q. Do you have an understanding of
24 how high Gangsta Bitch went on the
25 billboard charts? 16:42:06

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1 information there that says, "Chart at the
2 Billboards Number 47," on Hip Hop charts,
3 I guess.

4 A. (Indicating).

5 Q. You've never seen that? 16:43:08

6 A. Uh-uh.

7 Q. Did Shaft ever tell you you were
8 47 on the Billboard Hip Hop charts?

9 A. Like, on the charts? Yeah.

10 Like, on the Billboard charts? Yes. But 16:43:18
11 I don't know much about this shit right
12 here. Like, that shit seems so irrelevant
13 to me.

14 There's something that Shaft
15 gave a fuck about, that I was, like, 16:43:28
16 you're hype about that shit? I don't give
17 a fuck about that shit.

18 Q. Well, it was important that you
19 that the album sold; right?

20 A. It was free. That one was, the 16:43:36
21 mixing was free.

22 Q. Well, there were sales of it, as
23 well; right?

24 A. Um-hum.

25 Q. Okay. And it was important to 16:43:43

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1 you that it sold and was distributed?

2 A. Yes. Because it was, like, wow,
3 if somebody gonna buy, if somebody buys
4 something free, that means that you got
5 real supporters. 16:43:54

6 But that means something to you,
7 you don't understand, like, because I
8 would never by something that's fucking
9 free.

10 Q. Well, it was also part, it was 16:44:01
11 your first mix tape in your career as a
12 musical performer; right?

13 A. Um-hum.

14 Q. And so, it was important that it
15 get out there and be distributed widely to 16:44:09
16 the public and maybe make you a little
17 money; right?

18 A. Um-hum.

19 Q. Yes?

20 A. Yes. 16:44:16

21 Q. And were you aware that it was
22 for sale on iTunes?

23 A. Yeah.

24 Q. Yes?

25 A. Yes. 16:44:24

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1 Q. Did Shaft ever tell you how many
2 sales of Gangsta Bitch were on iTunes?

3 A. No.

4 Q. No? You've got to answer for
5 the court reporter. No?

16:44:35

6 A. No.

7 (Plaintiff's Exhibit 49,
8 one-page color document re July 2nd,
9 2016 Underestimated, Oakland, marked
10 for identification as of this date.)

16:44:58

11 Q. Okay. This is 49. And we've
12 seen something like this before. This is
13 a promo for the Underestimated tour, but
14 this comes from your I am Cardi B page. I
15 think this is Instagram.

16:45:15

16 A. Yes.

17 Q. Do you recognize that?

18 A. Um-hum.

19 Q. Is that something that you
20 posted for your appearance in Oakland in
21 July of 2016?

16:45:20

22 A. Um, Shaft used to post, like, my
23 promos; so, this is, like, most likely,
24 like, Shaft that would, like, post it.
25 Like, he would post my promos.

16:45:33

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1 Q. Okay. And he was promoting this
2 event in Oakland for the Underestimated
3 tour; right?

4 A. Yes.

5 Q. And that was where you performed 16:45:44
6 music from Gangsta Bitch?

7 A. Um-hum.

8 Q. Yes?

9 A. Yes.

10 Q. What is your understanding of how 16:45:56
11 much of a percentage of the sales of
12 Gangsta Bitch you received through online
13 sales on Google Tunes, Apple iTunes, or
14 any other online music platform?

15 A. Can you repeat that question 16:46:18
16 again?

17 Q. Yes. Do you know what
18 percentage of the sales you, as Cardi B,
19 earned, or Washpoppin earns, from sales of
20 your music on the different online music 16:46:28
21 platforms, like iTunes and Google Tunes?

22 A. I don't know. Because I haven't
23 received shit. Like, the only time that I
24 received anything was, like, the first
25 time that I got, like, paid for, like, the 16:46:40

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1 provisions off the top of her head,
2 because she doesn't even remember
3 signing them hardly.

4 Q. Do you know what the contract
5 provisions say about what percentage you 16:47:33
6 get from online sales?

7 A. No.

8 Q. Do you know what percentage you
9 actually get from online sales of your
10 music? 16:47:42

11 A. No.

12 (Plaintiff's Exhibit 50,
13 two-page color document re Cardi B
14 Gangsta Bitch Music Vol 1, marked for
15 identification as of this date.) 16:48:03

16 Q. This will be Exhibit 50.
17 Exhibit 50 is a shot from Youtube, and
18 this is Gangsta Bitch Music Volume 1 and
19 that's the cover art on that mix tape;
20 correct? 16:48:24

21 A. Yes.

22 Q. And you see there it got, looks
23 like, over a half million views, as of
24 April, 2018?

25 A. Yes. 16:48:30

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1 Q. Do you follow how many views
2 your album was getting on Youtube?

3 A. No. Because, um, like, I don't
4 even give a fuck about this mix tape
5 anymore, like, especially me knowing the 16:48:50
6 percentage that Shaft gets, like,
7 whatever. I don't really care much. I
8 haven't even heard a song from it.

9 I like the world of Invasion of
10 Privacy.

11 Q. So, you knew that this mix tape
12 was being promoted on Youtube, and may
13 still be; right?

14 A. Yes. Yes. Probably, yes. It
15 has to be, yes. 16:49:13

16 Q. Do you also know that it's being
17 promoted on Pandora?

18 A. No, I didn't.

19 Q. You didn't? Do you ever see any
20 images from Pandora's site showing the 16:49:26
21 cover art on the mix tape?

22 A. Uh-um.

23 Q. No?

24 A. No.

25 Q. Did you ever hear of anything 16:49:38

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1 called Slacker Radio?

2 A. No.

3 (Plaintiff's Exhibit 51,
4 three-page document re Billboard,
5 marked for identification as of this
6 date.)

7 MR. CONLAN: Exhibit 51.

8 Q. Have you ever seen a Billboard
9 chart history for your music, Ms.
10 Almanzar? 16:50:28

11 A. Huh?

12 Q. Have you ever seen a Billboard
13 chart history summarized for your music?

14 A. Yes.

15 Q. You have? Take a look at this 16:50:36
16 exhibit. This is marked as Exhibit 51.

17 Do you see there where Gangsta
18 Bitch Music Volume 1 peaked at number 30
19 on the top R&B Hip Hop albums?

20 A. Yeah. 16:50:58

21 Q. And that Invasion of Privacy
22 peaked at number 1; do you see that?

23 A. Um-hum.

24 Q. Yes?

25 A. Yes. 16:51:04

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1 A. He's, like, the lawyer?

2 Q. Okay.

3 A. But I never met him before, so.

4 Q. You never met him?

5 Did you ever learn that I, on 16:53:18

6 behalf of my client, had asked you to

7 cease all unauthorized use of his image on

8 your mix tape?

9 A. No.

10 Q. Did you ever make any effort to 16:53:34

11 cease all use of my client's image on your

12 cover of your mix tape?

13 A. No. I didn't have the, nobody

14 told me, gave me the, nobody ever told me,

15 so -- 16:53:52

16 Q. Well, when you heard about the

17 lawsuit through the complaint, and read

18 about it online, did you understand that

19 my client was complaining that his image

20 had been used on the cover of your mix 16:54:05

21 tape without any consent by him or

22 permission given to you?

23 A. I, from my aware, was that your

24 client was trying to sue me because he was

25 claiming that he was the guy on the 16:54:18

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1 picture because of an image.

2 And my thing is, like, you're
3 not the guy in the picture, and it's clear
4 that you're not the guy in the picture
5 because there's a picture of me that I 16:54:27
6 also used for my promotion from my mix
7 tape of the guy with the face.

8 So, my thing is, how can you,
9 like, this is not you, so, what are you
10 talking about. I never even bothered 16:54:41
11 to -- I never even bothered, like, to look
12 into it because Shaft, that was my manager
13 at the time that I was getting sued, he
14 was, like, don't worry about it, I'm going
15 to take care of it. 16:54:55

16 And that's how he, he hired him.
17 (pointing). And I just met this, I just
18 literally just met this lawyer today.

19 I think, like, a couple of
20 months ago, when Damien started working 16:55:05
21 with me, he --

22 (Pause)

23 THE WITNESS: I'll call you
24 right back. I'm still --

25 PERSON ON PHONE: Okay. 16:55:19

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1 A. Yes. So, you know what I'm
2 saying? I'm not -- I was thinking Shaft
3 was getting it.

4 I haven't heard of this case for
5 so long that I actually kind of thought it 16:55:30
6 was dismissed.

7 Q. Okay. So, let me just say a
8 couple of things, and I'm going to ask you
9 another question.

10 My client has never claimed to 16:55:39
11 be the model on the mix tape. Do you
12 understand that now?

13 A. I'm getting it. I'm
14 understanding that.

15 Q. And what the case is about is 16:55:47
16 the use of the image of his back tattoo on
17 your mix tape.

18 A. His back tattoo is -- everybody
19 had that tattoo. It's a tiger tattoo.
20 And then, on top of that, your client is 16:55:59
21 claiming that he's distressed.

22 Where is this proof of him being
23 distressed?

24 How is your client now claiming
25 that I used his likeness for my thing. 16:56:09

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1 Nobody knows him. Nobody knows what his
2 face looks like. How can you be
3 distressed? How did I ruin your life? It
4 doesn't make no sense to me. It doesn't
5 make no sense to me -- 16:56:22

6 Q. Who else have you seen with the
7 tattoo on the back of the person between
8 your legs on the cover of Gangsta Bitch?

9 A. I don't be looking for tattoos.
10 Like, I don't even look for tattoos. I 16:56:36
11 know a lot of people have tiger tattoos.

12 Q. Have you ever seen anyone else
13 with that particular tattoo?

14 A. No. I don't look at people's
15 tattoos. I don't give a fuck. Like, I'm 16:56:46
16 not looking for it. And I'm not looking
17 at people's tattoos, like, I don't give a
18 shit. I know a lot of people have tiger
19 tattoos, because it's a very popular
20 tattoo. 16:56:58

21 Like, this man's face don't
22 show, but the guy, the guy that I took the
23 picture with, he's part of my mix tape.
24 He's even in one of the covers.

25 So, I don't even know why this 16:57:08

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1 man is even -- how is he getting
2 distressed? Do you have any proof that
3 he's distressed?

4 This man works in a damn fucking
5 surf shop. You're not a model. 16:57:20

6 You haven't, like, gone to no
7 damn psychiatrist.

8 How is this affecting your life?
9 I want to know how is your client's live
10 is being affected. How? It's ridiculous. 16:57:36
11 It's wasting my time. It's wasting my
12 money.

13 Like, I could really be with my
14 kid right now. Like, I'm really upset
15 because I really have to be with my kid. 16:57:49

16 Q. I understand that.

17 A. All because of some bullshit,
18 trying to get money, and then 5,000,000.
19 Are you fucking kidding me? That mix tape
20 didn't even make, not even a million 16:58:00
21 dollars.

22 Q. Do you have any concern about
23 the injury that my client feels he
24 suffered?

25 MR. DOWLING: What injury? 16:58:08

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1 Q. At all?

2 A. I want to know. I want to know.

3 Did he went to a hospital? Did he go to a

4 psychiatrist that he's speaking to one? I

5 need to know. Shit. This is costing me 16:58:17

6 stress.

7 Because I do got real lawsuits

8 with real shit, and I got to deal with

9 this bullshit. This is four hours long

10 taking away from my time, my job, my 16:58:29

11 motherhood.

12 MR. DOWLING: Okay.

13 Q. Do you have any concern about my

14 client complaint that you used his image?

15 A. I did not use his image. This 16:58:40

16 is it. And this is not me. I did not

17 put, I did not, I did not put his shit on

18 things so he should -- if he wants to sue

19 somebody, why is he not suing the

20 photographer -- the editor of the picture? 16:58:52

21 I did not edit this picture.

22 Q. But you authorized --

23 MR. DOWLING: Enough. And let's

24 -- enough.

25 She's answered the question.

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1 here.

2 I should be in the damn
3 hospital, and I'm just, like -- and this
4 is crazy. Like, you know this is a waste
5 of time. 16:59:42

6 I know a judge would see it as a
7 waste of fucking time.

8 A waste of time. A waste of
9 life. A waste of breath.

10 Q. You authorized the image that's 16:59:51
11 on the cover of --

12 A. I authorized my face.

13 I authorized my face.

14 I didn't even know the
15 difference between -- I wasn't even 17:00:02
16 looking at the first model's fucking
17 tattoo. I didn't gave a fuck. I liked
18 his face.

19 Yo. I want a guy smoke --
20 feeding me a cigarette. I thought the guy
21 was cute. That's why I used him. If he
22 was ugly, I wouldn't even use him.

23 I wasn't giving a fuck about
24 nobody's back. I didn't give a fuck about
25 shit. I gave a fuck about the guy, and 17:00:21

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1 the guy was really cute, a real model.

2 MR. DOWLING: Enough.

3 (Pause)

4 Q. Did Shaft ever tell you that he

5 would -- when he --

17:00:50

6 Well, first of all, what

7 discussions did you have with Shaft about

8 this lawsuit?

9 A. To be honest, minimum. He said

10 this is ridiculous, don't worry, I'll take

17:01:00

11 care of it. I was, like, all right, take

12 care of it.

13 Q. Did he tell you that he was

14 going to ask any of the online platforms

15 to stop distributing the image?

17:01:09

16 A. He didn't tell me none of that.

17 Q. Did he express any concern that

18 this guy, that Plaintiff's likeness was

19 being used without a consent --

20 A. No. I swear to God, I didn't

17:01:22

21 have no discussions with him of this case.

22 He said he was going to take care of it,

23 and that's what I guess he's been doing.

24 He hired this lawyer. I haven't

25 spoke -- I've never spoken to this lawyer.

17:01:36

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1 Yesterday was my first time speaking to
2 him. Yesterday was my first time.

3 I thought this case was long
4 gone, because from the beginning I thought
5 it was so ridiculous that it was, it
6 probably got dismissed.

7 Q. Okay. And then?

8 MR. DOWLING: It will go faster
9 if you stop.

10 THE WITNESS: Okay. Sorry. 17:01:53

11 Q. As far as you are aware, no
12 efforts had been made by anyone by you, or
13 anyone on your behalf, including Shaft or
14 anyone else, to stop the distribution of
15 the image of, on the front of the Gangsta 17:02:07
16 Bitch Music Volume 1 on the Internet?

17 A. No.

18 MR. CONLAN: Okay. I'm finished
19 for today.

20 MR. DOWLING: Let's do the 17:02:24
21 stipulation.

22 THE WITNESS: Sorry, guys.

23 MR. DOWLING: I have no
24 questions.

25 Regarding the handling of the 17:02:35

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C E R T I F I C A T E

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

I, ROBERT X. SHAW, CSR, a Notary
Public for and within the State of New
York, do hereby certify:

That the witness whose
examination is hereinbefore set forth was
duly sworn and that such examination is a
true record of the testimony given by that
witness.

I further certify that I am not
related to any of the parties to this
action by blood or by marriage and that I
am in no way interested in the outcome of
this matter.

IN WITNESS WHEREOF, I have
hereunto set my hand this 6th day of May 2019.

A handwritten signature in dark ink, appearing to be 'R. Shaw', followed by the letters 'CSR' in a smaller, printed font.

ROBERT X. SHAW, CSR

EXHIBIT C

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EMPIRE

D I S T R I B U T I O N

Digital Distribution Agreement

Effective Date: December 2, 2015, 2015

Licensor: KSR GROUP, LLC

(Legal name)

244 Fifth Ave, Suite K261

(Address)

New York, NY 10001

(Address)

KSR GROUP

(Label) -- If you are not associated with a label, please pick a label name now. This name will appear in our system and alongside your releases on certain distributors.

Licensee: **EMPIRE Distribution.**
16 Maiden Lane, Floor 4
San Francisco, Ca. 94108

1. Term and Territory

a. The term of this Agreement shall be for one (1) year (the "Initial Term"). The Initial Term shall automatically renew for successive one (1) year periods (the "Renewal Term"). The Initial Term and Renewal Term(s), if any, are collectively referred to as the "Term." Either party may terminate this Agreement during the Term subject to the provisions outlined below.

b. The territory for this Agreement shall be the world (the "Territory").

2. Content

a. Sound Recordings.

Licensor owns and/or controls one hundred percent (100%) of the sound recordings delivered to Licensee via Label Access (defined below) or through any other means as well as the copyrights in and to the sound recordings (the "Masters").



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b. Compositions.

Licensors either:

(i) owns and/or controls the compositions embodied on the Masters (the "Compositions") as well as the copyrights in and to the Compositions; or

(ii) has mechanical licenses and all other permissions required to use the Compositions as contemplated in this Agreement.

c. Licensors may have other works whether audiovisual, visual or otherwise which Licensors would like Licensee to include in this Agreement ("Additional Works").

d. In this Agreement, the Masters and the Compositions and the Additional Works, if any, are collectively referred to as the "Content."

3. Grant of Rights

Licensors hereby license the Content to Licensee for distribution and exploitation during the term and in the territory as follows:

a. The non-exclusive electronic, digital, and mobile rights in the Content to create digital and/or electronic copies and compilations, to distribute, to sell, and to publicly perform the Content via all electronic, digital, and mobile platforms owned and/or controlled by third parties with whom Licensee has or enters into agreements with during the Term ("Licensee Partners").

(i) Licensors will have an online account with Licensee known as "Label Access." Label Access enables Licensors to see its activities with Licensee Partners.

b. The right to:

(i) perform the Content in streaming format on Licensee's website or other websites owned and/or controlled by Licensee Partners;

(ii) publicly display and make available for download as part of the sale of the Masters, the lyrics of the Compositions;

(iii) collect monies payable by SoundExchange to the owner of the Masters. For clarity's sake, this collection right is only for Licensors' Masters and not the so-called "performers' side." Any monies collected on behalf of Licensors from SoundExchange are included in "Revenue" (defined below) and are subject to the payment provisions of this Agreement;

(iv) with prior written approval from Licensors, include the Content in audio and/or audiovisual compilation(s) for sale via physical distribution, and in such cases, to manufacture, make copies of, distribute, and sell physical embodiments of the Content;

(v) release, advertise, and sell electronic files or equivalent electronic form(s) of the Content and to permit others to do so under the trademark "EMPIRE Distribution" or under any trademark used by Licensee;




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(vi) sub-license the rights granted by Licensor to Licensee in this Agreement as necessary to Licensee Partners, solely to fulfill the purposes of this Agreement including but not limited to those rights necessary to promote, market, advertise, distribute and sell the Content to consumers. Licensee's grant of rights to Licensee Partners for use of the Content shall always be subject to the terms and limitations of this Agreement.

(vii) In order to maximize monetization and marketing on behalf of Licensor, Licensee shall have the right to 'roll up' Licensor's pre-existing YouTube Channel and SoundCloud Profile (each referred to as an "Account") underneath Licensee's YouTube Multi-Channel Network and SoundCloud partnership. In order to allow Licensee to administer Licensor's Accounts, upon Licensee's request, Licensor shall provide their username and password for each Account and accept Licensee's request to manage Licensor's SoundCloud account within the service. Licensor will remain fully in control of their Accounts, and Licensee will not upload or delete content other than the Content without explicit approval from Licensor and Licensor may opt-out of Licensee's network at anytime. Notwithstanding anything to the contrary, in the event that Licensor does not have a pre-existing Account, Licensee shall have the right, but not the obligation, to create an Account on Licensor's behalf ("New Account"). As between the parties, Licensee shall remain the sole owner of such New Accounts, and Licensor shall claim no intellectual property rights in such New Account.

4. Promotional & Other Rights

a. Unless otherwise instructed in writing by Licensor, Licensee shall have the non-exclusive right, in its sole discretion and in line with customary practices, to market the Masters and other Content as applicable, for promotional purposes and without compensation to Licensor.

b. In order for Licensee to provide marketing and licensing services under this Agreement, Licensor grants Licensee the right to:

(i) publicly perform the Masters (and other Content as applicable) on Licensee's websites and permit Licensee Partners to publicly perform the Masters on their website(s) on a gratis basis for the purposes of promoting the sale of the Content. Licensor hereby acknowledges that Licensee and Licensee Partners shall be exempt from any payments of performance royalties otherwise due to owners of sound recordings for digital performances of the same if the use is for promotional purposes. Licensee shall require Licensee Partners to pay any public performance royalties which may be due to publishers/writers of the Compositions for promotional uses of the Compositions;

(ii) include the Masters in one or more streaming electronic radio formats to promote and market the Masters;

(iii) print, publish, disseminate, and otherwise use and permit others to use the "NIL Materials" (defined below) for the purposes of trade, advertising, and other exploitations solely in connection with the marketing, sale, and exploitation of the Content. The "NIL Materials" are defined as the approved likeness, approved biography, approved photos, and other approved promotional material provided by Licensor, including the name, both legal and professional, whether presently or hereafter used by Licensor, and name(s) of others whose work is embodied on the Content including the "Performer" (as defined below). All NIL Materials provided by Licensor to Licensee shall be deemed approved. All material provided by Licensor to Licensee may be edited to fit the format of the specific use without further approval from Licensor. Licensee shall have the right to permit Licensee Partners, successors and designees the right to use the



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approved NIL Materials as outlined in this subparagraph. "Performer(s)" as used in this Agreement means any person whose musical, vocal or production services are embodied on the Content.

5. Payment

a. Licensee shall pay Licensors the percentages of "Revenue" as outlined on Revenue Shares attached to this Agreement and forming a part of it.

b. "Revenue" means income actually received by or credited to Licensee that is derived solely from the exploitation of the Content less mechanical royalties, if any. Income received by Licensee may be subject to taxes, surcharges or fees imposed by government agencies or Licensee Partners before payment is sent to Licensee. Licensee shall have no obligation to pay Licensors Revenue which Licensee has not actually received until such time as Licensee receives such Revenue.

c. Revenue shall be paid monthly on the 15th of each month or the following business day if such date occurs on a weekend or holiday. Each payment will be accompanied in Label Access by a detailed statement showing all sales and other Revenue-generating exploitations of the Content. If Licensors has not received payment or a statement indicating that no payment is due by the 20th day of the month, Licensors shall promptly advise Licensee that Licensors has not received payment or a statement. Licensee shall investigate the situation and assure that payment and/or a statement are sent to Licensors. In no event shall Licensee be deemed in breach of its payment obligations under this Agreement if Licensors has not received payment or a statement on the 15th of the month. However, Licensee may be deemed in breach of its payment obligations if Licensee fails to make payments or provide a statement thirty (30) days after receiving notice from Licensors as outlined above.

d. No payment shall be made to Licensors in any month when less than Three Hundred U.S. dollars (\$300) is due and payable to Licensors via paper check, wire or Paypal. In the event payment is not made to Licensors for this reason, such amounts below Three Hundred U.S. dollars (\$300) as applicable, will accrue to Licensors's account and shall be paid in the first month in which Licensors's account reflects a balance greater than Three Hundred U.S. dollars (\$300) as applicable.

e. All payments to Licensors from Licensee under this Agreement shall be made via paper check, wire, or Paypal as selected by Licensors.

f. Licensors hereby acknowledges that in the United States among the ways that mechanical royalties for digital sales are customarily paid include: (i) payment directly to the publishers/writers by the music services/retailers, and (ii) an all-in payment as part of the fee paid by the music services/retailers to Licensee and are not paid separately to the publishers/writers of compositions. In those instances when Licensee receives what is considered the mechanical royalty as part of the fee from Licensee Partners, the portion deemed the mechanical payment shall be included in Revenue paid to Licensors. Licensors shall be fully and solely responsible for paying the mechanical royalty to the appropriate publishers/writers for use of the Compositions under this Agreement.

6. Accountings & Audits

All statements shall be binding upon Licensors and not subject to objection by Licensors unless specific objection in writing, stating the basis thereof, is given to Licensee within two (2) years from the date the statement is rendered, viewed, and/or downloaded. Licensors shall have two (2) years from the date each statement is rendered, viewed and/or downloaded to conduct an inspection of Licensee's books and records




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specifically relating to Licensor's sales and payment activity. Such inspection shall take place at the location where Licensee normally keeps such books and records and shall be conducted during normal business hours. All such inspections shall be made upon prior written notice to Licensee at least thirty (30) days prior to the date Licensor intends to conduct such inspection. Licensor may only inspect records relating to each statement once and may only conduct such an inspection once a year. Licensee shall have the absolute right in accounting to Licensor to rely upon the statements received by Licensee from third parties and shall not be liable in any manner whatsoever for any error, omission, or other inaccuracy of any such statement(s) or information received by Licensee. However, if Licensee knows or has a reliable business reason to know of an error, omission or other inaccuracy in such third party statement or information, Licensee shall promptly act to correct it and when corrected, Licensee shall appropriately correct Licensor's statement and Revenue.

7. Confidentiality

Licensee and Licensor shall keep the terms and conditions of this Agreement confidential both during the Term and thereafter, and shall not disclose any information concerning the terms and conditions of this Agreement to any other person or entity. Each party may refer generally to the existence of this Agreement but shall not reveal the terms of this Agreement, including but not limited to the payment provisions, other confidential information, proprietary information, business plans, business models, customers, clients, technology, products, or any other information which either party identifies as confidential (collectively, the "Confidential Information") without the prior written consent of the other party. Either party may disclose the Confidential Information on a "need to know" basis to its attorneys, financial, and other advisors who are under a duty of confidentiality to the disclosing party without the prior written consent of the other party so long as those agents are informed of this Confidentiality provision and agree to be bound by it and maintain the Confidential Information confidential. If required by law or governmental regulation, either party may disclose the Confidential Information only after it provides the other party with notice of the potential disclosure and the other party has the opportunity to narrow the information to be disclosed or dispute the disclosure. Nothing in this provision shall prohibit either party from disclosing that an agreement exists between Licensor and Licensee so long as the terms and conditions of this Agreement are not disclosed.

8. Warranties and Representations

a. Licensor explicitly warrants, represents, and agrees that:

(i) unless otherwise noted, Licensor possesses all rights in and to the Content to enable Licensee to use the Content as contemplated in this Agreement. In the event Licensor does not possess all of the full and exclusive rights to the Content, Licensor shall inform Licensee upon delivery of the Content, which right(s) Licensor does not own or control. Licensor shall provide Licensee with any documentation requested by Licensee evidencing rights to use the Content intended under this Agreement;

(ii) Licensor has the full right, power, and authority to enter into and fully perform this Agreement and all of Licensor's obligations under this Agreement and to grant Licensee the rights granted in this Agreement. Licensor has not granted and will not grant or attempt to grant to any other person, firm, corporation or entity, rights of any kind which are inconsistent with the grant of rights to Licensee or which would in any way impair the rights granted to Licensee under this Agreement during the Term;

(iii) the Content contains NO unauthorized "Samples." "Samples" as used herein means any portion(s) or interpolation(s) of third party master recording(s) and/or composition(s), video(s) and/or other material(s), or portions thereof whether musical, lyrical or otherwise, not owned and/or controlled by Licensor. Licensor explicitly warrants and represents that the Content, the sale, distribution, and




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exploitation of the Content, or any uses of the Content contemplated herein shall not violate any law or infringe upon any common law or statutory rights of any person, corporation, or entity, including without limitation contractual rights, copyrights, trademarks, and rights of privacy or publicity;

(iv) as required for use of the Compositions contemplated under this Agreement, except for those Compositions subject to 5(f)(i) above, Licensor has obtained mechanical licenses for all Compositions and that Licensor shall administer and pay all mechanical royalty payments to the publishers/writers of the Compositions; and

(v) Licensor shall make any and all payments, which may be due to artists, producers, musicians, Performers, writers and publishers when not otherwise addressed in this Agreement and all others whose work and/or performances are embodied on the Content and/or all artwork submitted by Licensor.

d. Licensee warrants, represents, and agrees that:

(i) Licensee has the right, power, and authority to enter into and fully perform this Agreement and all of its obligations under this Agreement;

(ii) Licensee shall, at its sole cost and expense, encode and deliver the Content to Licensee Partners.

9. Actions; Indemnity

a. Licensee shall have the right, but not the obligation, to prosecute, defend, settle and compromise all suits and actions respecting the Content, and generally to do and perform all things necessary concerning such activities and the copyrights therein, and to prevent and restrain the infringement of copyrights or other rights with respect to the Content. In the event of the recovery by Licensee of any monies, such monies shall be divided between Licensee and Licensor in the same shares as provided in Revenue Share, below, after first deducting all outside costs and expenses, if any, of obtaining such monies.

b. Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and its affiliates, their respective officers, directors, employees, and agents ("Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs, and expenses (including reasonable attorney's fees) which result from or arise in connection with or are related in any way to a breach by the Indemnifying Party of any of its representations and warranties in this Agreement. If a third party asserts a claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants and or obligations under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party in writing. The Indemnifying Party shall have the right at its own expense to participate in the defense thereof with counsel of its own choosing, provided however that the Indemnified Party's decision in connection with the defense or settlement of any such claim or demand shall be final. No Indemnified Party shall effect any settlement of any pending or threatened proceeding with respect to which indemnity could have been sought under this Agreement by the Indemnified Party without the prior written consent of the Indemnifying Party.

c. Licensor shall indemnify Licensee, its officers, directors, employees, and agents from and against all third party claims, actions or demands against Licensee for use of the Content as granted in this Agreement which may constitute infringement of copyright and/or trademark, and violate rights of privacy



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and/or publicity. Licensors explicitly indemnifies Licensee from and against any and all actions, demands, or claims brought against Licensee for non-payment or insufficient payment of mechanical royalties.

10. Termination

a. After the Initial Term, Licensors may terminate this Agreement upon thirty (30) days' written notice to Licensee and Licensee must confirm in writing receipt of such notice. Upon termination or expiration of this Agreement, the rights granted to Licensee hereunder shall automatically revert to Licensors. Additionally, Licensors may, upon thirty (30) days' written notice to Licensee, terminate this Agreement with respect to any particular Master, Composition or Additional Work without effecting this Agreement for the remaining Masters, Compositions and/or Additional Works.

b. After the Initial Term, Licensee has the right to terminate this Agreement upon thirty (30) days' written notice to the Licensors. Notwithstanding the foregoing, should Licensee file for chapter 7 or chapter 11 bankruptcy proceeding, termination of this Agreement is immediate and all Content shall be returned to the Licensors.

c. Upon termination or expiration of this Agreement for any reason, Licensee shall cease all use and distribution of the Content and shall demand that Licensee Partners cease all use and distribution of the Content. Licensee shall promptly delete all forms of the Content from its website and demand that Licensee Partners delete all forms of Content from their websites within sixty (60) days of termination of this Agreement.

11. Survival of Revenues

Upon expiration or termination of this Agreement, all Revenues received by Licensee for the Content shall continue to be subject to the payment provisions outlined in paragraph 5 above for so long as Licensee receives such Revenues. After termination or expiration of this Agreement, the minimum payment threshold referenced in paragraph 5 shall not apply and Licensee shall pay Licensors its percentage of all Revenues received regardless of the amount payable.

12. Mediation & Arbitration

If a dispute arises out of or relates to this Agreement, or if there is a breach of this Agreement, and the dispute cannot be settled or resolved, then the dispute or breach shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The controversy or claim shall be settled by three (3) arbitrators, and all hearings shall be held in San Francisco, California. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. In rendering the award, the arbitrators shall interpret this Agreement in accordance with the substantive laws of California without regard to its conflict of laws rule. Notwithstanding the foregoing, if a third party claim is brought against Licensee for copyright infringement, violation of rights of publicity, rights of privacy, or other unauthorized use of Content which is contrary to the rights granted by Licensors to Licensee in this Agreement, Licensee shall not be bound by this Arbitration provision and may defend itself and make a claim against Licensors in the appropriate court of law and/or equity.

13. Miscellaneous

a. Under no situation or circumstance shall Licensee be required to accept any or all Content submitted by Licensors. Licensors has none of the rights granted under this Agreement unless Licensee officially accepts Content in writing (including via e-mail). Licensee will use reasonable efforts to make the Content available for sale on third party services, carriers, websites, and/or other platforms but makes no guarantee as to the timeliness of such availability or the manner in which it is presented by Licensee Partners to the public.



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Licensor understands and agrees that Licensee shall not be liable for any actual or potential lost revenue due to a delay or failure to have the Content available via third party services, carriers, websites, and/or other platforms. However, Licensee will work with Licensor and Licensee Partners to facilitate as many of Licensor's preferences as possible.

b. If any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect as if such invalid or unenforceable provision(s) were not a part hereof.

c. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, successors in interest, and assigns.

d. In entering into and performing this Agreement, Licensor and Licensee each have the status of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture between the parties and neither is the other's partner or employee.

e. This Agreement, the attached Exhibits and any Addendums contain the entire understanding between the parties with respect to the subject matter hereof and may only be modified, altered, or amended by a written agreement signed by all parties. For purposes of this provision, a written modification, alteration, or amendment shall include e-mail transmission with proof of receipt and acceptance by the receiving party.

f. Licensor agrees that it enters into this Agreement with all knowledge of its terms, freely and voluntarily, and with a complete understanding of all the consequences of entering into this Agreement. Licensor acknowledges that it has been represented in the negotiation and execution of this Agreement by an independent attorney of Licensor's choice who is familiar with the practices of the entertainment industry or Licensor has willingly refrained from so doing.

g. Subject to and in accordance with paragraph 12 above, this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law principles.

h. All notices and communication desired or required between the parties may be made via e-mail transmission, provided however that the sending party obtain proof of receipt of such communication by the recipient either by return e-mail, follow up telephone call, or facsimile. Notices that pertain to any claim referenced in paragraph 9 shall be given in writing and delivered in any of the following ways: personally, via a commercial carrier which provides proof of delivery whether or not such delivery is made overnight with the postage prepaid.

i. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument. In addition, a signed copy of this Agreement transmitted by facsimile or scanned into an image file and transmitted via email shall, for all purposes, be treated as if it were delivered containing an original manual signature of the party whose signature appears thereon and shall be binding upon such party as though an originally signed document had been delivered.

The Parties have entered into this Agreement on the date first written above.



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Revenue Shares

Licensee shall pay Licensor the following percentage of "Revenue" as defined in the Agreement:

For Revenue received for full Master downloads and for "Streaming" of Masters:

____ Percent (____%)

For Revenue received for Music Videos:

____ Percent (____%)

For Revenue received for Ring Tones, True Tones and Ring Back Tones:

____ Percent (____%)

If applicable subject to an Addendum,
For Revenue received for synchronization/licensing:


____ Percent (____%)

For all other sales not included above:
(by way of example only, "wallpapers" or images, sponsorship opportunities and other Revenue generated as a result of strategic partnerships)

____ Percent (____%)

LICENSOR

LICENSEE



Signatory

Ghazi Shami, CEO

____ Klenord Raphael _____
Printed Name

Direct Deposit:




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If Licenser would prefer direct deposit of Revenues, please fill out the attached authorization form on the following page.

Checks:

If Licenser would prefer payment by check, please provide the below information:

(Address)

(Address)

Payee: _____

If a Revenue check is sent and Licenser requests a new check with a different payee or sent to a different address then bank fees associated with canceling the initial check shall be deducted from the amount sent.

Notice:

For the purposes of general communication between Licensee and Licenser and for Licenser's receipt of Label Access login information, the Licenser can be reached at the following:

E-MAIL: Shaft@ksrgroupllc.com

PHONE: 917.374.0070

CONTACT: Klenord "Shaft" Raphael



EMPIRE Distribution Agreement – v1.3

KR
Initial Here

Confidential

Direct Deposit Authorization Form

I authorize Empire Distribution Inc. to send credit entries, as well as appropriate adjustments and debit entries, to my account as indicated below.

Name KSR GROUP

Name on Account (if different from above) _____

Address 244 Fifth Ave, Suite K261

City New York State NY Zip Code 10001

Phone Number 646.595.1122

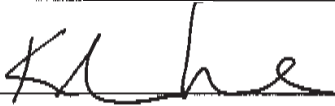
Email Address Shaft@ksrgroupllc.com

Bank Name [REDACTED] N.A.

Bank Routing # [REDACTED]

Wire Routing # [REDACTED]



Account Number: [REDACTED]

Signature  Date 12/2/2015

Printed Name Klenord Raphael



Give Form to the requester. Do not send to the IRS.

Part II	Certification
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person  <div style="float: right; text-align: right;">Date </div>

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir99.

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT D

WB MUSIC CORP.
c/o Warner/Chappell Music, Inc.
10585 Santa Monica Boulevard
Los Angeles, CA 90025

Dated: As of September 15, 2017

KLENORD RAPHAEL
p/k/a "SHAFT"
d/b/a **SHAFTIZM** (ASCAP)
c/o Richard Joseph, Esq.
Law Offices of Richard Joseph
8383 Wilshire Boulevard, Suite 341
Beverly Hills, CA 90211

Dear Klenord:

The following, when signed by you and by us, will constitute the terms and conditions of the exclusive administration agreement between you and us (the "**Agreement**").

1. **Term:**

1.1. **Term/Retention Period:**

1.1.1. The term of this Agreement (the "**Term**") shall commence on September 15, 2017 and shall continue until the later of: (i) September 14, 2020; and (ii) the end of the semi-annual accounting period during which you receive an accounting statement reflecting the recoupment of all advances and recoupable costs under this Agreement; provided, that you shall have the right, at any time on or after September 14, 2020, to repay 110% of any then-unrecouped balance under this Agreement (as reflected on your royalty statement for the immediately preceding semi-annual accounting period) [taking into account a "Pipeline Calculation" (as defined below)] and cause the Term of this Agreement to expire as of the end of the semi-annual accounting period during which such repayment is received by us. As used herein, a "**Pipeline Calculation**" shall mean worldwide "Net Income" (as defined below) actually received by us (or credited to us) in the United States and credited to your account but not yet accounted to you hereunder.

1.1.2. The "**Retention Period**" during which we shall continue to administer the "SCs" (as defined below) after the expiration of the Term shall commence on the expiration of the Term and shall extend until the end of the semi-annual accounting period during which occurs the four (4) year anniversary of the expiration of the Term. For the avoidance of doubt, the Retention Period shall only apply to "SCs" and not to any compositions written or co-written by you after the expiration of the Term.

2. **Territory:** The World.

3. **Scope of Agreement:**

1

SBU:KlenordRaphaelAgt2

3.1. Subject Compositions:

3.1.1. During the Term and the Retention Period, we will be the exclusive worldwide administrator of your interest in: (i) all compositions written, co-written (to the extent co-written), owned and/or controlled by you prior to the Term, including, without limitation, the compositions set forth on Schedule "A" attached hereto (collectively the "**Existing Compositions**"); and (ii) all compositions written, co-written (to the extent co-written), owned and/or controlled by you during the Term (collectively the "**New Compositions**"). The Existing Compositions and the New Compositions are sometimes collectively referred to herein as the "**Subject Compositions**" or "**SCs**".

3.2. Administrative Requirements and Restrictions:

Although it is intended that we and our foreign subsidiaries, affiliates and licensees have the fullest possible rights to: (i) administer and exploit the SCs, to utilize your approved name and approved likeness (subject to paragraph 3.2.5. below) in connection therewith; (ii) grant non-exclusive life-of-copyright licenses for uses of the SCs (all of which shall be automatically assigned to you upon expiration of our rights hereunder); (iii) execute PA forms as your administrator (and other routine copyright documents, copies of which we shall provide to you upon our receipt of notice from you requesting same) in your name and on your behalf as your limited attorney-in-fact solely in connection therewith (which limited appointment is coupled with an interest and is therefore irrevocable during the Term) and (iv) solely for the purpose of label copy, cue sheets, lyric reprint notices and awards credits, to specify all label copy, cue sheets, print copy and performance society credits for SCs in the names of each of our respective performing rights companies jointly as though we co-owned the SCs with you; provided that nothing contained in this paragraph 3.2. (nor anything contained in any of the letters of direction attached to this Agreement) shall be construed to grant to us any copyright ownership interests in the SCs whatsoever, neither we nor our foreign subsidiaries, affiliates and licensees shall do any of the following without your prior written consent in each instance (which consent, unless expressly provided otherwise, shall not be unreasonably withheld by you):

3.2.1. (A) Change or authorize any change in the English-language title and/or lyric of any SC, alter the harmonic structure of any SC, alter the melody of any SC (except insubstantial changes necessary solely to accommodate the syllabic requirements of foreign languages), or register any local translation of an SC with a performing rights society unless a recording embodying such translation has been released in the country in question (in which event such local translation shall be registered with a distinct title from the original);

(B) Except to the extent that the rules and regulations of local mechanical and/or performing rights societies prescribe the share of royalties to be allocated to local adapters/translators/arrangers [which share shall be deducted "off the top" in determining "Gross Receipts" (as defined below)], all fees and/or royalties to any such persons shall be borne by us and shall not reduce your compensation hereunder;

3.2.2. Issue a mechanical license for the use of any SC on a "top-line"

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record at less than the prevailing statutory or society rate, except in connection with those types of uses for which reduced-rate licenses are customarily granted in the country in question (provided, that our inadvertent, non-repetitive failure to obtain your prior written consent to such license at less than the full rate shall not be deemed to be a breach of this Agreement) and provided, further, that we will issue mechanical licenses as required by the terms of your current "controlled compositions" and related clauses (as annexed hereto as Schedule "B") as well as the corresponding clause of any future agreement in respect of your recording and/or producing services;

3.2.3. Authorize the use of the title or lyric of any SC (or any portion thereof) as the title of a play, film, audiovisual work or TV program, or authorize the dramatization of any SC or exploit any so-called "grand rights" (which consent may be withheld in your sole discretion);

3.2.4. Authorize the inclusion of any SC in: (1) a film or any other audiovisual work (other than a television program) as a main-title, end-title or visual vocal, except as may be required pursuant to any applicable blanket or similar license either under foreign performing rights and/or mechanical rights society regulations now or hereafter in effect or otherwise, (2) a television program as a main-title, end-title or visual vocal (except as may be required pursuant to any applicable blanket or similar license either under foreign performing rights and/or mechanical rights society regulations now or hereafter in effect or otherwise), (3) any commercial, advertisement, or religious or political campaign (4) any sponsorship or merchandising use, so-called "premium" or so-called commercial "tie-in" or endorsement (which consent may be withheld in your sole discretion); or (5) any video game or computer game.

3.2.5. Utilize any name, photograph, likeness or biographical material concerning you. Notwithstanding the foregoing, our use of your name solely in connection with our administration and/or exploitation of SCs, or in connection with advertising and publicity for our publishing companies along with other writers, to designate our writers and catalog where a substantial number of writers are also listed, or in respect of a profile of you (approved by you) on our so-called "web site" (such advertising, publicity and web site use being at no cost to you) shall not require your consent or prior approval;

3.2.6. Issue a so-called "sample license" or a so-called "parody license" in connection with any SC or authorize the use of any SC to create a so-called "derivative work"; or

3.2.7. Authorize the exploitation of any "demo" recording or "outtake".

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3.2.8. Notwithstanding anything to the contrary contained in this paragraph 3.2., we shall not be required to obtain your prior written consent for any usages contained herein which are subject to any and all blanket or similar licenses now or hereafter in effect.

4. **Collection and Division of Income:**

4.1. Collection of Income:

4.1.1. We will be entitled to collect (and shall employ best efforts consistent with our reasonable business judgment to collect) all writer/publisher income (except the so-called "writer's share" of public performances collected by societies and any other amount normally paid directly to songwriters by a disbursing agent, which, except as otherwise provided in this Agreement, shall be collected by you for your own account) generated by each SC, including any pre-Term earnings with respect to the Existing Compositions, regardless of when earned. You hereby warrant and represent that you own and control [REDACTED] % of the Existing Composition entitled "Bodak Yellow" (as performed by the artist p/k/a "Cardi B") and you hereby warrant and represent that you have not collected any earnings with respect to such Existing Composition prior to the effective date of this of this Agreement. In the event that you collect any earnings with respect to any of Existing Compositions or the New Compositions (other than the so-called "writer's share" of public performance income) following the date of this Agreement, you shall remit such earnings to us within thirty (30) days after your receipt thereof (including any additional documentation received by you in connection with such earnings). Notwithstanding the foregoing provisions of this paragraph 4.1.1., we hereby acknowledge that you shall be entitled to collect and retain (for your sole account) your [REDACTED] % share of the initial synchronization fees (but not any optional synchronization fees, if applicable, or any of the publisher's share of public performance income) derived solely from those uses of "Bodak Yellow" set forth on Schedule "C" attached hereto (collectively, the "**Excluded Synchronization Fees**"), provided, however, that you hereby acknowledge that we shall have the sole right to collect your [REDACTED] % share of any initial synchronization fees (and optional synchronization fees, if applicable, and the publisher's share of public performance income) derived from the use of "Bodak Yellow" in connection with the film entitled A Simple Favor (and in connection with any promotions thereof).

4.1.2. Post-Retention Period Collection Period:

We shall have the right, for eighteen (18) months following the expiration of the Retention Period to collect any and all income generated by the SCs during the Term and Retention Period, but not collected prior to the expiration of the Retention Period ("**Post-Retention Period Collection Period**").

4.1.3. Print Sell-Off Periods:

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(A) In addition, we or our licensees shall have the right to sell off ending inventories of printed materials embodying the SCs (as well as copies returned by customers and recycled to the marketplace) (1) for twelve (12) months following the end of the Retention Period, with respect to piano/vocal sheet music, "personality" folios and "matching" folios, and (2) until stocks are exhausted, in the case of all other editions. Notwithstanding the foregoing, we shall have a minimum of three (3) years from the date of publication of any regular sheet music (piano/vocal) edition, "mixed" or "matching" folio containing the Subject Compositions to print, distribute and sell such edition ("**Print Sell-Off Periods**").

(B) All sales during the Print Sell-Off Periods shall be in the ordinary course, and not at "close-out" or "distress" prices, and neither we nor our licensees shall duplicate excessive quantities of editions embodying the Subject Compositions in whole or in part in anticipation of the end of the Term.

4.1.4. Notwithstanding the provisions of paragraph 4.1.1. above, if, after the Post-Retention Period Collection Period and Print Sell-Off Periods hereunder, third parties remit monies to us in respect of the SCs, despite the absence of collection efforts on our part, such monies shall constitute Gross Receipts which shall be accounted and paid to you in accordance with the terms and conditions of this Agreement. Further notwithstanding the foregoing, if, after the Post-Retention Period Collection Period and Print Sell-Off Periods hereunder, third parties debit our account for an overpayment of income in respect of the SCs (and we had theretofore accounted to you for such income), the amount of the debit, less our share of such income, shall be considered an overpayment to you and, at our election, shall be immediately paid back to us by you upon demand or deducted from any payments due or thereafter becoming due to you hereunder.

4.2. Calculation and Division of Net Income:

4.2.1. Our administration fee shall be the following percentages of Gross Receipts: (i) █% with respect to all income types except the publisher's share of public performance income and synchronization income; (ii) █% with respect to the publisher's share of public performance income; and (iii) █% with respect to synchronization income (the "**Administration Fee**"). We shall pay you the Net Income from the SCs (which shall be inclusive of your songwriter royalties).

4.2.2. (A) Except with respect to printed editions, "**Gross Receipts**" is hereby defined as all amounts received by us in the United States (or credited to our account in reduction of an advance previously received by us in the United States) in respect of the use or exploitation of SCs by any means including, without limitation, from performing and mechanical rights societies (expressly excluding the so-called writer's share of public performance income) and other licensees from any other use or exploitation of SCs, it being understood and agreed

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that our share of amounts collected by our foreign music publishing affiliates shall be calculated by them "at the source," i.e., as received by them from performing and mechanical rights societies, third party subpublishers, and other licensees, and shall not be reduced by intermediate distribution between various units of our music publishing group or any fee or income share of the local subpublisher that is part of our music publishing group.

(B) With respect to printed editions manufactured and sold by us or by our subsidiaries or affiliates in the United States and/or Canada, "Gross Receipts" shall be deemed to be the following percentages of the marked or suggested retail list price ("List") on copies sold and not returned for which payment is received or credited to our account ("Net Paid Sales"), prorated where less than 100% of a composition is an SC and also prorated where any edition does not consist solely of SCs (such proration to be based upon the number of copyrighted, royalty-bearing compositions included therein):

(1) █% in the case of piano/vocal sheet music;

(2) █% in the case of Piano/Vocal folios (with an extra 5% in the case of a so-called "personality" folio featuring SCs written or co-written by you together with your name or likeness as a recording artist) or a "matching" folio. Such royalty shall be reduced prorata in any case in which a "personality" or "matching" folio features you together with another recording artist. For example: the royalty in respect of an "A, B & C" personality folio would be █%, or █%, while the royalty in respect of an "A, B, C & D" matching folio would be █%, or █%;

(3) █% in the case of so-called "educational" editions (including, but not limited to, choral, band, guitar, guitar tab, easy piano, orchestral arrangements and other pedagogical editions) and "fake books".

(C) In the case of printed editions manufactured and sold by us or by our subsidiaries or affiliates outside of the United States and Canada, "Gross Receipts" shall be deemed to be █% of List on Net Paid Sales (subject to the prorations set forth above).

(D) In the case of printed editions sold through our in-house mail order program, "Gross Receipts" shall be deemed to be █% of each of the above royalties.

(E) In the case of printed editions sold by third party print licensees and in respect of income from the rental of orchestral material, "Gross Receipts" shall be deemed to be █% of all sums received by us (or credited to our account in reduction of an advance previously received by us in the U.S.) in respect of such uses.

(F) We represent that during the Term, no other publisher of similar stature to you shall be granted a royalty on print editions at any rate(s) higher than those

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prescribed above. In the event we grant to any other publisher of similar stature to you royalties and/or other forms of compensation whose combined value with respect to a specific category of printed material is in excess of that granted hereunder, we shall pay such higher royalties and/or other compensation to you on all copies of material in the same category sold subsequent to the effective date of such higher third-party royalty or other compensation, except with respect to (1) pedagogical editions and/or "methods"; (2) "special arrangements"; that is, arrangements upon which an additional royalty is payable to the arranger; and (3) musical compositions written or composed for use in instrumental books or books of arrangements by individuals well known as arrangers or instrumentalists.

4.2.3. "Net Income" shall mean Gross Receipts less our Administration Fee and less (i) actual and reasonable out-of-pocket audit, litigation and collection costs, provided that you have approved or consented to the commencement of the applicable action in writing if such action involves solely SCs and provided further, that such expenses are prorated in the event that such expenses are incurred in an action involving compositions that we control that are not SCs (expressly excluding our general overhead and administrative expenses and so-called "in-house" legal costs), (ii) actual and reasonable out-of-pocket copyright registration costs, and (iii) actual and reasonable out-of-pocket third-party costs of lead sheets.

5. **Advances:** We shall make the following nonrefundable payment which shall be recoupable from Net Income hereunder.

5.1. \$ [REDACTED] of which you hereby authorize and direct us to pay to The Law Offices of Rick Joseph promptly following the full execution of this Agreement and all supporting documents, including, without limitation, a completed Schedule "A".

6. **Accounting and Payment:**

6.1. We will keep accurate books and records in respect of Net Income and Gross Receipts received or credited in connection with the SCs and we will account to you (and make payment if due) within sixty (60) days following the end of each quarter-annual calendar period. However, if the amount due for a specific statement is less than \$50.00, payment (but not the statement) may be deferred until the aggregate amount due to you exceeds \$50.00. The exchange rates used by third parties in accounting to us shall be used by us in accountings hereunder.

6.2. We will only be required to account and pay with respect to amounts actually received by us in the U.S. (or credited to our account in reduction of a previous advance received by us in the U.S.); provided, that amounts collected by our foreign music publishing subsidiaries shall (subject to the "blocked currency" provisions set forth below) be deemed to have been reported by them to us no later than the end of the semi-annual accounting period next following the semi-annual period during which such amounts are actually collected by such

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subsidiaries.

6.3. Audit and Suit:

6.3.1. You [by way of a certified public accountant on your behalf] shall have the right to audit our books and records as to each statement for a period of three (3) years after such statement is received (or deemed received as provided below). Legal action with respect to a specific accounting statement or the accounting period to which such statement relates shall be barred if not commenced in a court of competent jurisdiction within four (4) years after such statement is received (or deemed received as provided below).

6.3.2. For the purposes of calculating such time periods, you shall be deemed to have received a statement when due unless we receive notice of nonreceipt from you within one hundred (120) days thereafter. However, your failure to give such notice shall not affect your right to receive such statement (and, if applicable, your Net Income payment) after such period of one hundred twenty (120) days.

6.4. In "blocked currency" situations, if applicable, we shall not be required to pay you until the blockage shall have been removed, but if requested to do so, we shall deposit blocked currency royalties in the local currency in a depository of our choice and give you reasonably prompt notice of the particulars concerning such deposit, provided that our inadvertent non-repetitive failure to do so shall not be deemed to be a breach of this Agreement.

6.5. All payments hereunder shall be subject to all applicable taxation statutes, regulations and treaties. If, after a final audit of our income tax returns by the U.S. Internal Revenue Service (or such returns are no longer subject to audit), we are allowed a credit against our income taxes for all or a portion of any taxes that were taken into account in reducing our remittances of royalties or other monies to you, the amount of such tax credit attributable to your royalties or other monies shall be credited to your account. The amount of tax credit, if any, to be credited to your account shall be determined by us in our sole discretion and such determination shall be conclusive and you shall not be entitled to examine our tax returns or any portion of them.

7. **Warranties and Representations:**

7.1. By your signature below, you warrant and represent that (1) you have the right to grant the rights granted to us hereunder, (2), the SCs are original, in whole or in part, (3) the exploitation of the SCs does not infringe the rights of any third party or violate any applicable criminal statute, including, but not limited to copyright, trademark, servicemark, or right of privacy or publicity, (4) the SCs are not defamatory, and (5) you and your music publishing designee are and will remain affiliated with ASCAP, BMI, SESAC or another recognized performing rights society (and in the event of your failure to so affiliate and for the

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purpose of preventing loss of income due to such failure, we shall be entitled to claim 100% of the publisher's share with the performing rights society and account to you for income derived therefrom per paragraph 4. above until such time as you formally affiliate and notify us of such affiliation). In each instance in which we provide you with a document which is necessary to vest our rights and/or interests in the SCs, you shall execute and return such document to us within ten (10) business days following your receipt of same. In the event that you fail to do so, in addition to any other rights and/or remedies available to us hereunder, we shall be entitled to execute such document in your name and on your behalf as your attorney-in-fact solely in connection therewith (which appointment is coupled with an interest and is therefore irrevocable) and we shall provide you with a copy of such document, provided that our failure to do so shall not constitute a breach of this Agreement.

7.2. Additional Warranties and Representations:

7.2.1. Neither you nor your music publishing designee, nor anyone acting on your and/or your music publishing designee's behalf or deriving rights from or through you or your music publishing designee has received or will receive an advance, loan or other payment from a performing rights society, record company or other third party which is or may be recoupable from (or otherwise subject to offset against) monies which would otherwise be collectible by us hereunder.

8. **Indemnities; Cure of Breaches:**

8.1. Indemnity:

8.1.1. Each party will indemnify the other against any loss or damage (including actual out-of-pocket court costs and reasonable outside attorneys' fees resulting from a third-party claim) due to a breach of this agreement by that party which results in a final adverse judgment in favor of a third party against the other party or which is settled with the other party's prior written consent (not to be unreasonably withheld or delayed). In addition, your indemnity shall extend to the "deductible" under our errors-and-omissions policy without regard to judgment or settlement.

8.1.2. Each party shall give the other party prompt notice of any third party claim which either party receives in respect of any SC and each party shall make a good faith effort to consult with the other party prior to responding to such claim and incurring costs in connection therewith prior to commencement of litigation.

8.1.3. Each party is entitled to be notified of any action against the other brought with respect to any SC, and to participate in the defense thereof. However, if you wish to participate in the defense by counsel other than our errors and omissions counsel, such participation shall be at your sole cost and expense. Furthermore, in respect of any action

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alleging that any SC infringes a third party's rights or violates any applicable criminal statute, including but not limited to such third party's copyright, trademark, service mark, or right of privacy or publicity, we shall at all times have the right to tender the defense thereof to you (i.e., require you to assume the obligation of defense).

8.1.4. If a claim is made against us and/or with respect to any SC, we may withhold a reasonable amount (i.e., an amount reasonably related to the scope of the claim and potential liability including anticipated reasonable third party attorney's fees and litigation costs) from monies due or to become due to you, but if requested to do so by notice in the manner prescribed in paragraph 9, below, we will notify you of the amount on legal hold and we will refund it (together with interest on the amount released at the regular savings and loan passbook interest rate prevailing in Los Angeles from time to time during the period of withholding) if (and to the extent that) suit is not brought with respect to that sum within one (1) year thereafter, and provided that you have fully responded in writing to any written inquiry we have reasonably made in respect of such claim, and we won't withhold such amount if you provide us with a reasonably satisfactory commercial surety bond.

8.2. Cure of Breaches: Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within thirty (30) days [except fifteen (15) days with respect to the payment of monies] after receiving notice; provided, that if the alleged breach is of such a nature that it cannot be completely cured within thirty (30) [or fifteen (15)] days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach within such 30-day (or 15-day) period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. However, either party shall have the right to seek injunctive relief to prevent a threatened breach of this agreement by the other party. All payments required to be made by us hereunder shall be subject to any rights and/or remedies which may otherwise be available to us in the event of a breach of this agreement on your part not cured in the manner prescribed above.

8.3. Waiver: The waiver of the applicability of any provision of this Agreement or of any default hereunder in a specific instance shall not affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

8.4. Assignment: We may assign our rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any third party owning or acquiring a substantial portion of our stock or assets, or to any partnership or other venture in which we participate, and such rights may be similarly assigned by any assignee (provided, that we shall remain secondarily liable therefor). We may also assign our rights to any of our licensees if advisable in our sole discretion to implement the license granted. You shall not have the right to assign this Agreement or any of your rights hereunder without our prior written consent not to be unreasonably withheld provided that you shall have the right to assign your

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income to a wholly-owned loan-out company. Any purported assignment by you in violation of this paragraph shall be void from the making thereof.

9. Notices/Statements/Consents:

9.1. Except as expressly provided otherwise herein, all notices shall be sent by certified mail (return receipt requested), registered mail, Federal Express or Airborne Express to you and to us at the following addresses, or to such other addresses as the parties may designate from time to time by notice in like manner:

To You: 244 Fifth Avenue, Suite K261
New York, NY 10001

With a Copy To You: c/o Richard Joseph, Esq.
Law Offices of Richard Joseph
8383 Wilshire Boulevard, Suite 341
Beverly Hills, CA 90211

To Us: c/o Warner/Chappell Music, Inc.
Attn: Senior VP, Legal and Business Affairs
10585 Santa Monica Blvd.
Los Angeles, CA 90025-4950
Fax: (310) 470-2875

9.2. Statements (and payments, if applicable) shall be sent by ordinary mail to you:

244 Fifth Avenue, Suite K261
New York, NY 10001

With a Copy To You: c/o Richard Joseph, Esq.
Law Offices of Richard Joseph
8383 Wilshire Boulevard, Suite 341
Beverly Hills, CA 90211

9.3. Requests for approvals/consents shall be sent by e-mail to you:

<shaft@ksrgroupllc.com>

Dated as of September 15, 2017
Re: Klenord Raphael

9.3.1. Where your consent or approval is required, it shall not be unreasonably withheld (unless expressly provided otherwise herein) and shall be deemed given unless you deliver notice of nonconsent or disapproval to us within fifteen (15) business days after receipt of notice requesting such consent or disapproval. Notwithstanding the foregoing, with respect to the use of any SC pursuant to paragraph 3.2.4. above, consent or approval shall be deemed to have been given unless we are notified of disapproval from you or your manager via fax or e-mail within seven (7) business days following your receipt of faxed or e-mailed notice requesting such consent or approval.

10. First Negotiation Right/Matching Right:

10.1. During the Term and for a period of one (1) year thereafter, you shall not sell, transfer, assign or otherwise dispose of or encumber any of your interests in the SCs without first according to us a "First Negotiation Right" (as defined below) or a "Matching Right" (as defined below).

10.2. **"First Negotiation Right"** - prior to negotiating with any party, directly or indirectly, relating to the rights concerned you shall give us notice (such notice which shall not be given until you seek, in good faith, to actively pursue third-party offers in connection with the rights concerned) and negotiate with us exclusively for a period of no less than thirty (30) days (unless we send you a notice waiving such period).

10.3. **"Matching Right"** - No party other than us will be granted the rights to purchase or, as applicable, exploit the assets or rights concerned unless (a) you first send notice to us specifying all of the material terms of the offer and the identities of all parties and furnish to us a copy of the offer, and (b) you offer to enter into an agreement with us containing the same terms described in your notice. If we do not accept your offer within thirty (30) days after our receipt, you may then enter into that proposed agreement with the parties referenced in your notice, provided that agreement is consummated within ninety (90) days after the end of that thirty (30) day period upon the terms (or better terms) set forth in your notice. If that agreement is not consummated within the latter ninety (90) day period, no party except us will be granted those rights to purchase or exploit the assets or rights concerned unless you first offer to enter into an agreement with us as provided above. If we do accept your offer, both parties shall proceed promptly and in good faith to complete our due diligence review and financial audit and industry-standard documentation. We will not be required, as a condition of accepting any such offer, to agree to any terms which cannot be fulfilled by us as readily by any other person (for example, but without limitation, the ability to secure a full mechanical rate from a record company affiliated with that other party), nor be obligated to match any offers that specifies any financing contingency or fails to evidence the ability of the offeror to finance.

11. Law & Forum:

Dated as of September 15, 2017
Re: Klenord Raphael

11.1. This Agreement has been entered into in, and is to be interpreted in accordance with the laws of the State of California. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the State or Federal Courts located in Los Angeles County, all parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

11.2. Service of Process:

11.2.1. Service of process in any action between the parties may be made by registered or certified mail (return receipt requested) addressed to the parties' then-current addresses for notice as prescribed in paragraph 9 above.

11.2.2. Service shall become effective thirty (30) days following the date of receipt by the party served (unless delivery is refused, in which event service shall become effective thirty (30) days following the date of such refusal).

Very truly yours,

WB MUSIC CORP.

By: 

SCOTT MCDOWELL
Executive Vice President
Head of Legal & Business Affairs
Warner/Chappell Music, Inc.

AGREED AND ACCEPTED:



KLENORD RAPHAEL
p/k/a "SHAFT"
d/b/a SHAFTIZM (ASCAP)

SCHEDULE "A"

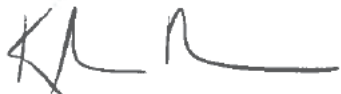
"EXISTING COMPOSITIONS"

[Pursuant to paragraph 3.1.1.]

[SEE ATTACHED]

THE UNDERSIGNED HEREBY ACKNOWLEDGES HAVING READ AND REVIEWED THE ABOVE INFORMATION AND HEREBY WARRANTS AND REPRESENTS THAT SUCH INFORMATION IS TRUTHFUL, ACCURATE AND COMPLETE.

AGREED AND ACCEPTED:

A handwritten signature in black ink, appearing to read 'Klenord Raphael', written over a horizontal line.

KLENORD RAPHAEL

p/k/a "SHAFT"

d/b/a SHAFTIZM (ASCAP)

SCHEDULE "B"

The "Controlled Composition" provisions of the _____ Agreement

[Pursuant to paragraph 3.2.2.]

[SEE ATTACHED]

SCHEDULE "C"

"EXCLUDED SYNCHRONIZATION FEES"

[pursuant to paragraph 4.1.I.]

[SEE ATTACHED]

KLENORD RAPHAEL
p/k/a "SHAFT"
d/b/a **SHAFTIZM** (ASCAP)
c/o Richard Joseph, Esq.
Law Offices of Richard Joseph
8383 Wilshire Boulevard, Suite 341
Beverly Hills, CA 90211

Dated: As of September 15, 2017

American Society of Composers, Authors & Publishers
One Lincoln Plaza
New York, NY 10023

Gentlepersons:

This is to advise that the undersigned has entered into an exclusive co-publishing agreement dated as of the date hereof with WB Music Corp. ("Publisher") (the "Co-Publishing Agreement") for the co-ownership and exclusive worldwide administration of compositions co-owned by Publisher and the undersigned. Accordingly, you are hereby authorized and directed to pay to Publisher, c/o Warner/Chappell Music, Inc., 10585 Santa Monica Boulevard, Los Angeles, CA 90025-4950, and we hereby assign to Publisher, all monies payable from and after the date hereof (regardless of when earned) throughout the world as the publisher's share of performance royalties with respect to the compositions described below:

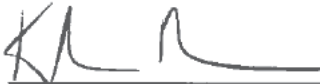
All compositions co-owned by Publisher and the undersigned pursuant to the Co-Publishing Agreement, including, without limitation, the compositions set forth on the attached Schedule "A".

Copies of all statements shall be sent to Publisher and to us.

The foregoing authorization shall remain in full force and effect until modified or terminated by both the undersigned and Publisher.

Very truly yours:

AGREED AND ACCEPTED:

A handwritten signature in black ink, appearing to read 'Klenord Raphael', written over a horizontal line.

KLENORD RAPHAEL
p/k/a "SHAFT"
d/b/a **SHAFTIZM** (ASCAP)

LICENSEE	FEE	OPTIONS
ESPN		
STAR		
QUEEN SUGAR		
DANCE BATTLE		
STEP UP		
A SIMPLE FAVOR		\$ [REDACTED] Out of Context
STEVE HARVEY SHOW		
MTV SUMMER IN THE CITY		
THINK YOU CAN DANCE		SEE QUOTE FOR OPTIONS
HIPHOP SQUARES, SEASON 2		[REDACTED]
MTV VMA'S		

KLENORD RAPHAEL
p/k/a "SHAFT"
d/b/a SHAFTIZM (ASCAP)
c/o Richard Joseph, Esq.
Law Offices of Richard Joseph
8383 Wilshire Boulevard, Suite 341
Beverly Hills, CA 90211

Dated: As of September 15, 2017

TO WHOM IT MAY CONCERN:

This is to advise that the undersigned has entered into an exclusive co-publishing agreement dated as of the date hereof with WB Music Corp. ("Publisher") (the "Agreement") for the co-ownership and exclusive worldwide administration of the following:

Each and every musical composition co-owned by the undersigned and Publisher in accordance with the terms and conditions of the Agreement, including without limitation the compositions set forth on the attached Schedule "A".

You are hereby authorized and directed to address all correspondence, inquiries, royalty statements and royalty payments (regardless of when earned) to Publisher at the following address or otherwise as it directs you in writing:

c/o Warner/Chappell Music, Inc.
10585 Santa Monica Boulevard
Los Angeles, CA 90025-4950

Any such payments made by you pursuant to this authorization shall discharge you of any obligation to make any such payments to the undersigned.

The foregoing authorization shall remain in full force and effect until modified or terminated by both the undersigned and Publisher.

AGREED AND ACCEPTED:



KLENORD RAPHAEL
p/k/a "SHAFT"
d/b/a SHAFTIZM (ASCAP)

EXHIBIT E

From: Heather Lowery <heatherlowery@livenation.com>
Subject: CARDI B TOUR
Date: November 15, 2017 at 1:04:03 PM PST
To: Mark Cheatham <mark.cheatham@caa.com>
Cc: Shawn Gee <ShawnGee@LiveNation.com>

Mark,

Here's the 2 scenarios we discussed:

1. Cardi B Headlines clubs with minimal support (\$1000 per show)
1000-2500 cap rooms
\$35 ticket price
29 shows
\$30k per show average
At sellout she walks with \$35k per show/ \$997,087
2. Cardi B Headlines with strong support (\$25k-\$30k per show)
2000-7000 cap rooms (mix of large clubs and cut down areas)
\$59 ticket price
26 shows
\$50k per show average
At sellout she walks with \$95k per show/\$2.4mil

Attached are the grids with scaling and expenses for both.

Please share with J and Shaft and let's discuss further.

We also have a few college offers and a festival offer to attach with this.

Let us know if you have any questions.

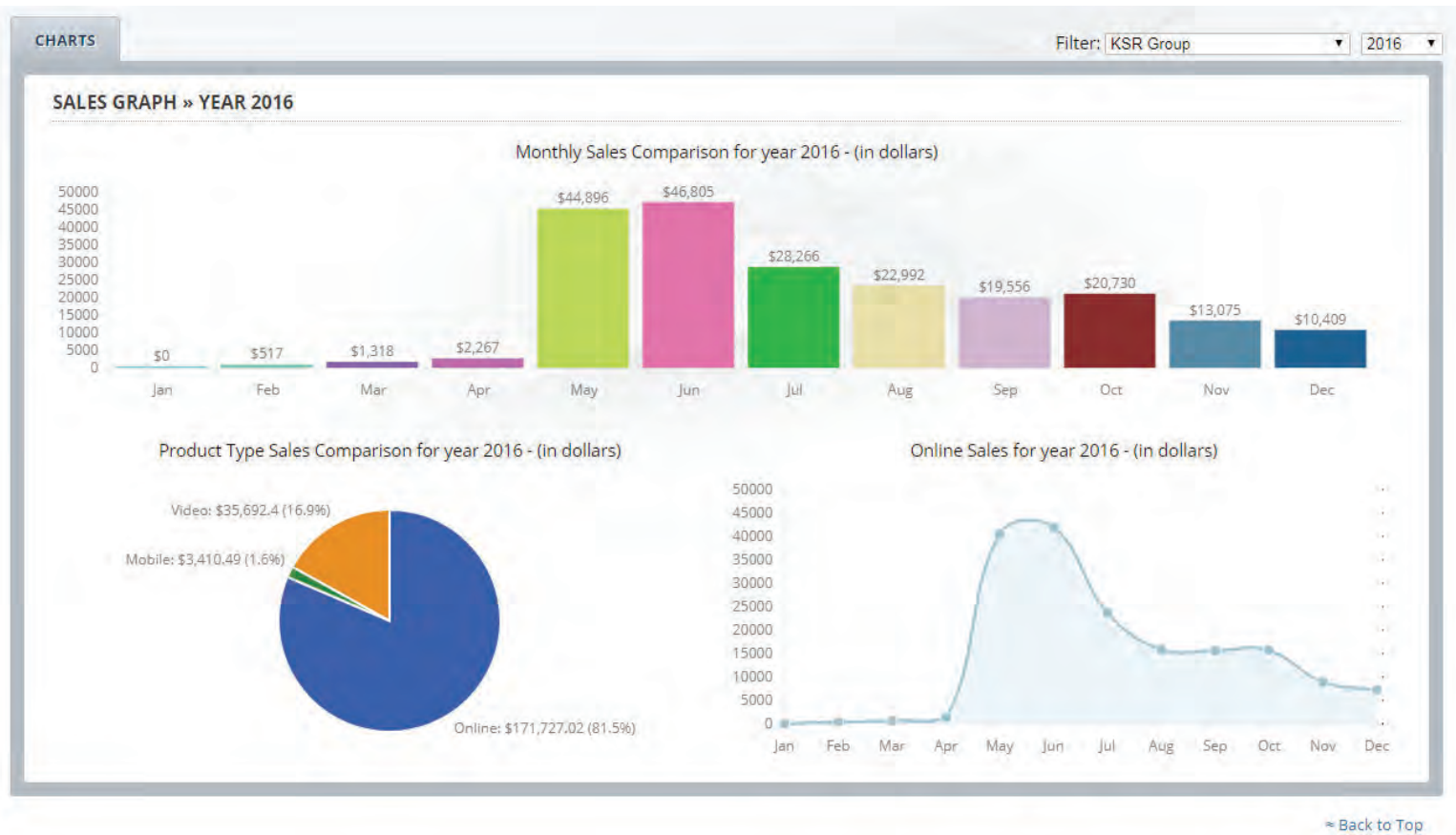
Best,

Heather

Heather Lowery
VP of Talent & Touring
LIVE NATION URBAN
9350 Civic Center Drive
Beverly Hills, CA 90210
Office: 424.303.6089
Mobile: 646.409.2020
<https://www.livenation.com>



EXHIBIT F



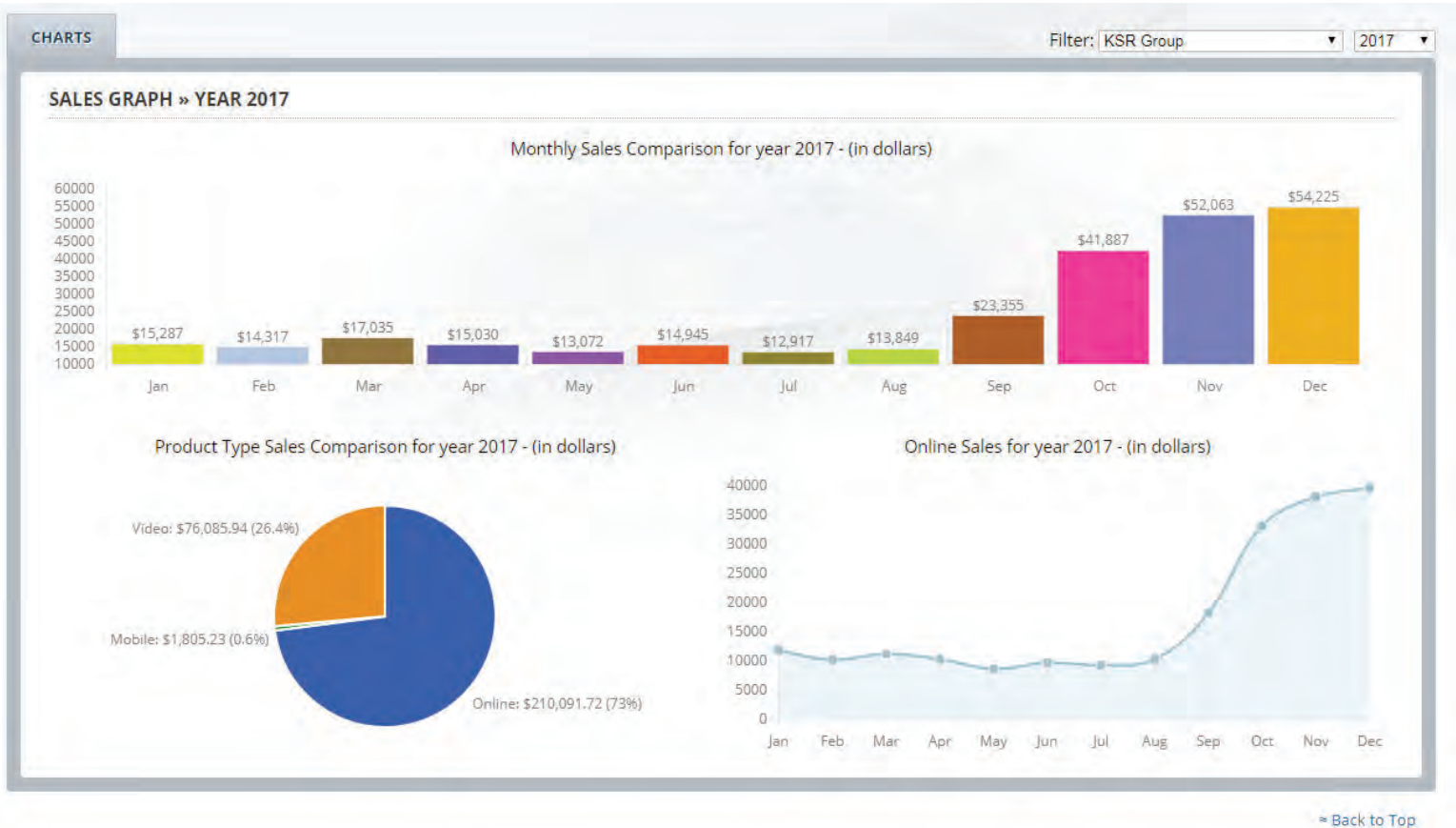


EXHIBIT G

<u>Date</u>	<u>Event Name</u>
Feb 18/2016	The Little Red Dress Affair Hosted By LHHNY "Cardi B"
July /3/2016	Cardi B 4th of July Weekend Live
June/21/2017	"Cardi Party" at Liaison Hollywood Featuring Cardi B Live
June/24/2017	2017 BET Experience (Radio Broadcast Center, 2017 BET Experience / Performance)
June/25/2017	2017 BET Awards (Pre-Show - Live! Red! Ready!, Red Carpet, Awards, & Post Show)
Aug/27/2017	CARDI B AT PROJECT NIGHTCLUB
Aug/27/2017	2017 MTV Video Music Awards
Aug/28/2017	Performance at Ace of Diamonds in Los Angeles
Aug/29/2017	Performance and Vive Tequila Lounge & Nightclub in Pomona
Sept/21/2017	Last Day of Summer w/ Migos, Cardi B at Oracle Arena in Oakland
Nov/18/2017	Real 92.3 Presents The Real Show Lineup: J. Cole, French Montana, Yo Gotti, Cardi B, Jessie Reyez, Zoey Dollaz, Cozz and Young California
Nov/19/2017	Performance at Fluxx in San Diego
Dec/16/2017	Cardi B, Migos + Special Surprise Guest Performance at Project LA in Los Angeles

Location

New Parish 579 18th Street, Oakland, CA 94612

Project LA in Los Angeles, California

LiaisonLA 1638 N. Las Palmas Ave, Los Angeles, CA 90028

Los Angeles Convention Center

Microsoft Square

Project LA in Los Angeles, California

The Forum in Inglewood, California

ACE OF DIAMONDS LOS ANGELES 652 N La Peer Dr, West Hollywood, CA

VIVE TEQUILA LOUNGE & NIGHTCLUB 184 W 3rd St, Pomona, CA 91766

Oracle Arena 7000 Coliseum Way, Oakland, CA 94621-1945

The Forum in Inglewood, California

Fluxx 500 Fourth Ave, San Diego, CA 92101

Project LA in Los Angeles, California

Link to event

https://www.bandsintown.com/en/e/14045762-cardi-b-at-new-parish?came_from=251&utm_medium=web&utm_source=artist

<https://www.seetickets.us/event/Cardi-B-4th-of-July-Weekend-Live/329975>

<https://www.facebook.com/events/239514849877129/>

https://www.bandsintown.com/en/e/19575099-cardi-b-at-ace-of-diamonds-los-angeles?came_from=251&utm_medium=web&utm_source=artist

https://www.bandsintown.com/en/e/19593749-cardi-b-at-vive-tequila-lounge-and-nightclub?came_from=251&utm_medium=web&utm_source=artist

https://www.bandsintown.com/en/e/19656049-cardi-b-at-oracle-arena?came_from=251&utm_medium=web&utm_source=artist

https://www.bandsintown.com/en/e/20505699-cardi-b-at-fluxx?came_from=251&utm_medium=web&utm_source=artist_page

https://www.bandsintown.com/en/e/20854029-cardi-b-at-project-club-la?came_from=250&utm_medium=web&utm_source=artist

Video/Photos

https://www.youtube.com/watch?v=lcQK93xwY_g

<https://www.instagram.com/p/BHi644Vj0z0/>

<http://www.zimbio.com/photos/Cardi+B/2017+BET+Experience+Main+Stage+Performanc> <https://www.youtube.com/watch?v=GHaWeZByrxU>

<https://www.youtube.com/watch?v=04Uk2gV4WmM>

<http://www.zimbio.com/photos/Cardi+B/2017+BET+Awards+Show/r>

<https://www.instagram.com/p/BYWS01hHrLo/>

<https://www.universe.com/events/cardi-b-live-secretsundayz-mtv-vn>

[https://www.billboard.com/articles/events/vma/7942200/cardi-b-colin-kaepernick-vmas- Red Carpet -](https://www.billboard.com/articles/events/vma/7942200/cardi-b-colin-kaepernick-vmas-Red-Carpet-) <https://www.youtube.com/watch?v=eXdBucRf4iw>

<https://pagesix.com/2017/08/29/cardi-b-returns-to-the-stripping-stage-and-more-star-snaps/slide-1/>

https://www.youtube.com/watch?v=j3EV1__pl9s

st_page&utm_campaign=event

<https://real923la.iheart.com/featured/real-show/content/2017-11-20>

<https://real923la.iheart.com/featured/real-show/content/2017-11-17-cardi-b-g-eazy-and->

[&utm_campaign=event](#)

[tist_page&utm_campaign=event](#)

<http://www.zimbio.com/photos/Cardi+B/2017+BET+Awards+Radio+Broadcast+Center+Day/p94XmTEQLbs>

<http://www.zimbio.com/photos/Cardi+B/2017+BET+Awar> <https://www.gettyimages.com/detail/news-photo/cardi-b> <http://www.zimbio.com/photos/Cardi+B>

<https://www.instagram.com/p/BYZoyX8n02u/>

Performance - <https://www.youtube.com/watch?v=qDlzz6UsWM>

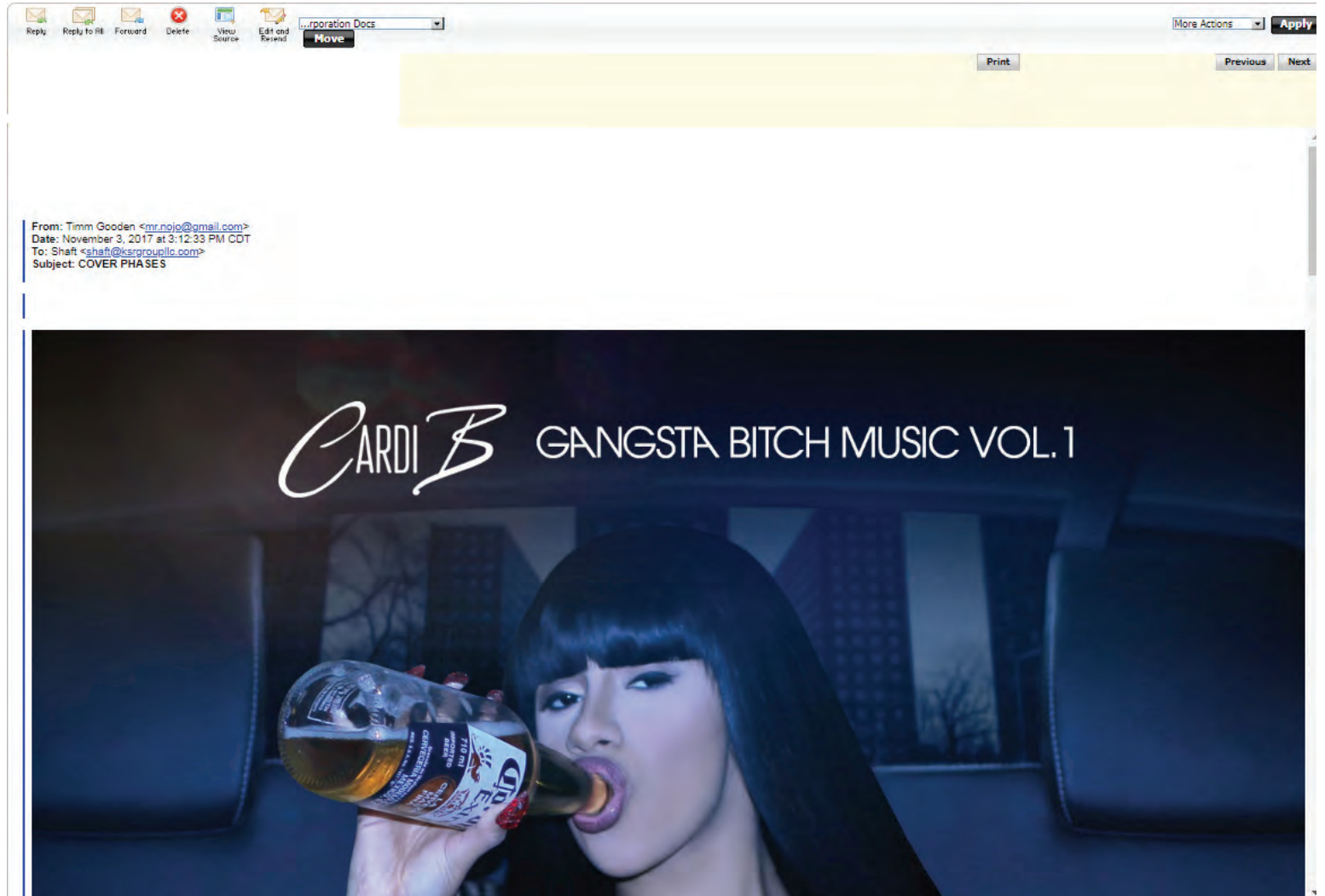
[I-watch-j-cole-drop-some-gems-to-cardi-b/](#)

<https://www.alamy.com/stock-photo-cardi-b-at-arrivals-for-2017-bet-awards-part-2-mi>

EXHIBIT H

CARDI B GANGSTA BITCH MUSIC VOL. 1





CARDI B GANGSTA BITCH MUSIC VOL. 1









EXHIBIT I

Agreement made and entered into as of this 28th day of September, 2016 by and between Atlantic Recording Corporation ("**Company**"), at 1633 Broadway, New York, New York 10019 and Washpoppin, Inc. ("**you**"), c/o The Law Offices of Richard Joseph, 8383 Wilshire Boulevard, Suite 341, Beverly Hills, California, 90211, Attention: Richard N. Joseph, Esq.

1. **ARTIST AGREEMENTS**

(a) Reference is hereby made to the agreement (the "**Recording Agreement**") dated as of September 28th, 2016 between Company and KSR Group, LLC ("**Productions**"), regarding the exclusive recording services of Belcalis Almanzar, professionally known as "Cardi B" ("**Artist**"). Reference is further made to the agreement dated as of September 28th, 2016, between Company and you, regarding Artist's exclusive merchandising rights (the "**Merchandising Agreement**") and the agreement dated as of September 28th, 2016, between Company and you, regarding Artist's exclusive ticketing rights (the "**Ticketing Agreement**"). The Recording Agreement, the Merchandising Agreement and the Ticketing Agreement are sometimes referred to collectively below as the "**Artist Agreements**." All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Recording Agreement.

(b) This agreement shall not constitute or be deemed a modification, extension or amendment of any Artist Agreement. Rather, this agreement is a new, independent, fully-integrated and separate agreement and shall have the full force and effect of a new, independent, fully-integrated and separate agreement executed as of the date hereof.

2. **CEA TERM**

The term of this agreement (the "**CEA Term**") shall commence on the date first set forth above and shall continue for an initial period ending on the earlier of (A) the date occurring six (6) months after the last day of the Term of the Recording Agreement and (B) the last day of the month during which Company receives your accurate notice that Artist has performed the final Tour Event in support of the final Committed Album Delivered under the Recording Agreement; provided that, in no event shall you be permitted to send such notice prior to the date occurring six (6) months after the last day of the Term of the Recording Agreement.

3. **GRANT OF RIGHTS**

(a) You, for and on behalf of yourself and the Related Entities, hereby grant to Company the right to participate financially in the results and proceeds of the Collateral Entertainment Activities in accordance with the terms and conditions of this agreement. "**Collateral Entertainment Activities**" means and refers to Artist's activities in and throughout the media industry, as a performer, singer, musician, writer, composer, author, publisher, lyricist, producer, engineer, technician, mixer, re-mixer, DJ, or otherwise, including in connection with Tour Events, songwriting and music publishing, and Visual Performances, and the exploitation of all rights related to such activities, including Personality Exploitations and the exploitation of Merchandise and Fan Clubs relating to Artist, but excluding Excluded Activities, Recordings and Artwork exploited by Company pursuant to the Recording Agreement.

(b) Except as set forth in paragraph 6(a), during the CEA Term, you shall cause each Related Entity to meaningfully consult with Company regarding each arrangement between you or any Related Entity, on the one hand, and any third party, on the other hand, with respect to any of the Collateral Entertainment Activities, including the material terms thereof. You and Artist acknowledge and agree that nothing herein shall obligate Company, and Company does not intend to, procure any employment for Artist in connection with the Collateral Entertainment Activities or otherwise.

4. **CONSIDERATION**

(a) In furtherance and support of the Collateral Entertainment Activities, at your request, Company shall make designated personnel reasonably available to consult, confer and share expertise with you and your representatives.

(b) Company shall pay you the amount of [REDACTED] Dollars (\$[REDACTED]) (the "**CEA Rights Payment**"), promptly following the full execution of this agreement. The CEA Rights Payment shall be deemed a flat (i.e., non-recoupable) payment hereunder.

5. **ECONOMIC INTEREST**. You, for and on behalf of yourself and the Related Entities, hereby assign to Company the following percentage economic interests:

(a) [REDACTED] percent ([REDACTED]%) of Adjusted Gross Tour Revenues in respect of Tour Events occurring during the CEA Term;

(b) [REDACTED] percent ([REDACTED]%) of Publishing Receipts earned during the CEA Term, provided that if you or Artist enters into a Publishing Agreement prior to the initial United States commercial release of the first Committed Album, then, during the term of such Publishing Agreement, the percentage set forth in the foregoing provisions of this paragraph 5(b) shall be [REDACTED] percent ([REDACTED]%) instead of [REDACTED] percent ([REDACTED]%) and

(c) [REDACTED] percent ([REDACTED]%) of Other Entertainment Net Receipts earned during the CEA Term.

The foregoing economic interests are sometimes referred to collectively herein as the "**Economic Interest**."

Notwithstanding the foregoing, during each Album Cycle, Company shall not be entitled to any portion of Company's Economic Interest earned during any particular Album Cycle until the date that the aggregate of all Adjusted Gross Tour Revenues, Publishing Receipts and Other Entertainment Gross Receipts for the Album Cycle concerned first equals or exceeds the Sheltered Amount. For the avoidance of doubt, once the Sheltered Amount is reached from any and all sources of gross receipts, Company shall thereafter participate in any and all Adjusted Gross Tour Revenues, Publishing Receipts and Other Entertainment Net Receipts in excess of the Sheltered Amount, as determined on an Album Cycle-by-Album Cycle basis. As used in this paragraph 5, the term "**Sheltered Amount**" means [REDACTED] Dollars (\$[REDACTED]). Notwithstanding the foregoing, solely in the event that the Sheltered Amount for a particular Album Cycle is reached, then, with respect to such Album Cycle, Company shall not participate in the first [REDACTED] Thousand Dollars (\$[REDACTED]) of Appearance Fees, on an appearance-by-appearance basis, solely with respect to Appearance Fees earned by you or Artist during such Album Cycle in connection with Artist appearances that are not arranged by Company. For the avoidance of doubt, one hundred percent (100%) of Appearance Fees earned by you or Artist prior to reaching the Sheltered Amount for the Album Cycle concerned shall be included in the calculation of the Sheltered Amount for such Album Cycle.

6. **TOUR EVENTS**

(a) During the CEA Term, you shall cause each Related Entity to meaningfully consult with Company regarding the Material Tour Details and any material deviations therefrom, as well as each arrangement which such Related Entity wishes to enter into regarding Tour Events.

(b) In furtherance of the foregoing, with respect to each Tour commenced during the CEA Term:

(i) No later than four (4) weeks prior to the first scheduled Tour Event in connection with the Tour, you shall cause the Related Entity concerned to provide to Company: (A) a current itinerary

AR

of all confirmed Tour Events; and (B) a detailed and itemized budget setting out the Adjusted Gross Tour Revenues anticipated to be earned (or deficit to be incurred) therefrom (including all Promoter/Venue Costs & Fees).

(ii) You shall cause the Related Entity concerned to provide to Company, at the time such information becomes available to the Related Entity concerned, the following written documentation: (A) advance ticket counts for each Tour Event prepared by the applicable venues (provided you shall use best efforts to cause the Related Entity concerned to provide Company with such advance ticket counts) at least one (1) week prior to the Tour Event concerned; (B) deal sheets for each Tour Event no later than two (2) days after finalization (provided you shall use best efforts to cause the Related Entity concerned to provide Company with such deal sheets); and (C) nightly promoter and merchandise settlement sheets for each Tour Event within forty-eight (48) hours after each Tour Event (provided you shall use best efforts to cause the Related Entity concerned to provide Company with such advance settlement sheets within forty-eight (48) hours).

(iii) Notwithstanding paragraph 8, all documentation and reports required to be sent to Company pursuant to this paragraph 6(b) shall be sent by email to Company's Vice President, Artist Partnerships at stephanie.mahler@atlanticrecords.com or such other address as Company may designate from time to time.

(iv) Your inadvertent, non-repetitive failure to cause the Related Entity concerned to provide Company with the documentation and reports set forth in this paragraph 6(b) shall not be deemed a breach of this agreement.

7. STATEMENTS AND PAYMENTS

(a) For Company's convenience, Company hereby elects to collect its Economic Interest from you (rather than third parties), and you hereby consent to such election and agree to pay the Economic Interest directly to Company. Accordingly, within ninety (90) days after March 31, June 30, September 30 and December 31 of each year during which any Related Entity receives or is credited with (i) Adjusted Gross Tour Revenues in respect of Tour Events commenced during the CEA Term, (ii) Publishing Receipts earned during the CEA Term, or (iii) Other Entertainment Net Receipts earned during the CEA Term, you shall send Company a detailed statement of the Economic Interest earned during the preceding quarterly period. In computing the Economic Interest, losses from prior accounting periods shall not be carried forward, losses from prior Tour Events within the same Tour Leg may be carried forward. In all other respects, you will calculate the Economic Interest in accordance with U.S. GAAP. Concurrently with the rendition of each statement, you shall pay Company the full amount of the Economic Interest shown to be due by such statement. You shall maintain three (3) separate categories of accounts hereunder, the first with respect to Adjusted Gross Tour Revenues, the second with respect to Publishing Receipts and the third with respect to Other Entertainment Net Receipts (including Merchandising Net Receipts and Fan Club Net Receipts); provided that if and to the extent that Company refrains from actively exploiting the Merchandising Rights and/or the Ticketing Rights, you shall maintain two (2) additional separate categories of accounts hereunder, one with respect to such Merchandising Net Receipts and the other with respect to Net Ticketing Receipts. Accounting statements with respect to the Economic Interest shall be divided into such separate accounts, and each category of account shall indicate the relevant source, precise costs and resulting receipts with respect to the applicable category. All payments shall be made to Company's order and sent to Company at the address first set forth above, attention Executive Vice President, Business & Legal Affairs and a copy shall be sent simultaneously to the attention of Company's Chief Financial Officer.

(b) During the CEA Term, Company shall have the right, upon reasonable notice to you, at its sole cost and expense to examine your and each Related Entity's books and records as same pertain to Adjusted Gross Tour Revenues, Publishing Receipts, and Other Entertainment Net Receipts (including: (i) Merchandising Net Receipts; (ii) Fan Club Net Receipts; and (iii), if applicable Net Ticketing Receipts), including the components of such calculations (e.g., Promoter/Venue Costs & Fees, Other Entertainment Gross Receipts, Deductible Other Entertainment Commissions, Fan Club Gross Receipts, Fan Club

Deductions and Deductible Fan Club Commissions and, if applicable, Merchandising Gross Receipts, Merchandising Deductions, Deductible Merchandising Commissions). Any such examination shall be for a reasonable duration, shall take place on reasonable prior notice and shall not occur more than once in any calendar year. Company may examine such books and records with respect to a particular statement only once. If you agree that the portion of the Economic Interest due but unpaid for the period covered by such examination exceeds [REDACTED] (%) of the total Economic Interest paid to Company for such period, or if an underpayment exceeding such amount is established by a court of competent jurisdiction, you shall reimburse Company in the amount of all reasonable fees paid by Company to the auditors concerned in connection with such audit, up to a maximum amount of [REDACTED] (\$) per audit. You shall pay interest to Company on the agreed-upon or so-established underpayment at the prime rate as quoted in the "Money Rate" section of The Wall Street Journal or any other similarly-reputable published source, calculated on the basis of a 365-day year.

(c) You and Artist shall issue a letter of direction to each applicable third party publisher and each applicable performing rights society in a form approved by Company therefore and shall cause such entities to pay Company's Economic Interest in Publishing Receipts directly to Company.

(d) You shall use commercially reasonable efforts to ensure that each agreement entered into by a Related Entity with a third party regarding Collateral Entertainment Activities accords Company an audit right equivalent to the relevant Related Entity's audit right. Your failure to secure such an audit right despite using commercially reasonable efforts shall not be deemed a breach of this agreement, provided that Company shall have the right to compel the Related Entity concerned to conduct an audit of such third party and to pay Company its prorata share of the aggregate recovery therefrom, after deducting a prorata share of the actual out-of-pocket costs and fees paid by you to conduct such audit. If Company compels a Related Entity to audit a third party pursuant to the preceding sentence: (i) Company shall advance to the Related Entity the reasonable audit fees directly in connection with such audit, provided that such fees are approved by Company prior to selecting an auditor; and (ii) if the recovery from such audit is less than the actual out-of-pocket costs and fees paid by the Related Entity to conduct such audit, Company shall reimburse you for the amount of such excess costs solely to the extent such excess costs exceed the audit fees previously advanced to you by Company.

(e) Any failure by you or any Related Entity to fulfill your or its duty under this paragraph 7 will be deemed a material breach of this agreement. Without limiting the generality of the preceding sentence or any of Company's other rights and remedies: (i) if you fail to pay Company the full amount of the Economic Interest shown to be due by any statement as and when due, then Company shall have the right to withhold from monies otherwise payable under the Artist Agreements (excluding mechanical royalties) an amount equal to the full amount of the Economic Interest shown to be due by the statement(s) concerned less any portion of such amount paid by you; and (ii) if you fail to send Company a detailed statement of the Economic Interest earned during any quarterly period by the date prescribed in the second sentence of paragraph 7(a) above, then Company shall have the right to withhold from monies otherwise payable under the Artist Agreements (excluding mechanical royalties) an amount equal to Company's good-faith estimate of the full amount of the Economic Interest for the accounting period concerned.

8. NOTICES

Except as otherwise specifically set forth herein, all notices under this agreement shall be in writing and shall be given by courier or other personal delivery, by overnight delivery by an established overnight delivery service (e.g., Federal Express, Airborne Express, UPS), or by registered or certified mail (return receipt requested) at the appropriate address below, or at a substitute address designated in a notice (made in accordance with this paragraph 8) sent by the party concerned to the other party hereto.

TO YOU:

The address first shown above.

TO COMPANY:

The address first shown above.

Attention: Executive Vice President, Business & Legal Affairs

AR

Notices shall be deemed given when mailed or deposited into the custody of an overnight delivery service for overnight delivery, or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt. You may send statements to Company under paragraph 7 by first class mail or email.

9. **EVENTS OF DEFAULT**

Company reserves the right, at its election upon notice to you, to suspend the operation of this agreement for the duration of any "force majeure" event (including any of the following contingencies), if by reason of any such contingency, it is materially hampered in the performance of its obligations under this agreement or its normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting Company or the industry in which it is engaged, delays in the delivery of materials and supplies or any other cause beyond Company's control. Any such suspension due to a labor controversy which involves only Company shall be limited to a period of six (6) months.

10. **WARRANTIES AND REPRESENTATIONS; INDEMNITIES**

(a) You warrant, represent and agree that:

(i) You and Artist have the right and legal capacity to enter into, execute and implement this agreement, and you and Artist are not subject to any prior obligations or agreements, whether as a party or otherwise, which would restrict or interfere in any way with the full and prompt performance of your obligations hereunder. You and Artist shall fulfill all of your obligations under this agreement in a timely manner;

(ii) Company shall not be required to make any payments of any nature for or in connection with the acquisition, exercise or exploitation of any of Company's rights hereunder, except as otherwise specifically set forth in this agreement;

(iii) Neither you nor Artist shall, during the CEA Term, assign or otherwise permit Artist's professional name set forth on page 1 (the "**Artist Name**"), or any other professional name(s) utilized by Artist, to be used by any other individual or group of individuals in connection with Collateral Entertainment Activities without Company's prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. You hereby warrant and represent that: (A) Artist is and shall be the sole owner of the Artist Name and all other professional names used by Artist in connection with Collateral Entertainment Activities; and (B) you will not permit Artist to use (and Artist shall not use) any professional name other than the Artist Name during the CEA Term without Company's prior written consent, which may be withheld for any reason. If any Person challenges Artist's right to use a professional name (including the Artist Name) or if Company determines in its reasonable good faith discretion that any such professional name (including the Artist Name) is not available for use by Company hereunder in any portion of the Territory or that its availability in any portion of the Territory is in question, then you and Artist shall, at Company's request, promptly designate another professional name to be used by Artist, such other professional name to be subject to Company's prior written consent; upon Company's written consent of any such professional name, such name shall be deemed to be the Artist Name for purposes of this agreement. Notwithstanding anything to the contrary contained in this paragraph 10(a)(iii), Company's failure to object to Artist's use of any professional name (including the Artist Name) or Company's approval of Artist's use of any such name, shall not constitute a waiver by Company of any of your or Artist's warranties and representations hereunder;

(iv) Artist is a United States citizen and is at least eighteen (18) years of age.

(v) You are a corporation. You are and at all times during the Term shall be a corporation in good standing in the jurisdiction of your incorporation. Your principal is and during the Term shall be: Belcalis Almanzar; and

(vi) You have a valid and enforceable agreement with Artist under which Artist has granted you an economic interest in all of Artist's Collateral Entertainment Activities sufficient for you to grant the Economic Interest to Company, and such agreement shall continue to be in full force and effect during the CEA Term. You agree to provide Company with a true copy of your agreement with Artist upon Company's request. During the CEA Term, you shall not waive, release or forfeit your rights with respect to Artist. You shall exercise all options provided to you by your agreement with Artist so as to enable you to fulfill your commitments hereunder, and you shall take all reasonable steps necessary or desirable to keep your agreement with Artist in full force and effect so that Company shall have the benefits of its Economic Interest as if Artist had contracted directly with Company. You shall cause Artist to execute and deliver to Company at the time of execution of this agreement Company's standard Artist Inducement Letter annexed hereto as Exhibit A.

(b) You shall be solely responsible for all claims relating to any or all of the Collateral Entertainment Activities. You shall and do hereby indemnify, save and hold Company and its parent, affiliates, divisions, successors, licensees and assigns and/or the officers, directors and employees of any of the foregoing (collectively, the "Company Indemnitees") harmless from any and all loss, damage and liability (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of: (i) any act or omission by you or Artist (or any of the Related Entities or your or their respective agents), (ii) any claim, demand or action related to or otherwise arising in connection with any of the Collateral Entertainment Activities, or (iii) any inconsistency with, failure of or breach or threatened breach by you of any warranty, representation, agreement, undertaking or covenant contained in this agreement including any claim, demand or action by any third party in connection with the foregoing, which has resulted in a judgment or which has been settled with your consent. Notwithstanding the preceding sentence, (A) Company shall have the right to settle without your consent any claim involving sums of [REDACTED] (\$ [REDACTED]) or less, and this indemnity shall apply in full to any claim so settled, and (B) if you do not consent to any settlement proposed by Company for an amount in excess of [REDACTED] (\$ [REDACTED]), Company shall have the right to settle such claim without your consent, and this indemnity shall apply in full to any claim so settled, unless you obtain a surety bond from a surety acceptable to Company in its sole discretion, with Company as a beneficiary, and such surety agrees unconditionally, in writing, to pay all costs, expenses, losses, damages, etc. (including court costs and reasonable attorneys' fees) incurred by the Company Indemnitees by reason of such claim. In addition to any other rights or remedies Company may have by reason of any such inconsistency, failure, breach, threatened breach or claim, Company may obtain reimbursement from you, on demand, for any payment made by the Company Indemnitees at any time after the date hereof with respect to any loss, damage or liability (including anticipated and actual court costs and reasonable attorneys' fees) resulting therefrom. Such amounts may also be deducted from all monies becoming payable under this agreement or any Artist Agreement to the extent to which they have not been reimbursed to Company by you. If the amount of any such claim or loss has not been determined, Company may withhold from monies otherwise payable under this agreement or any Artist Agreement in an amount consistent with such claim or loss pending such determination unless you post a bond in a form and from a bonding company acceptable to Company in an amount equal to Company's estimate of the amount of the claim, demand or action. If no action is filed within one (1) year following the date on which such claim was first received by Company and/or its licensees, Company shall release all sums withheld in connection with such claim, unless Company, in its reasonable business judgment, believes that such an action may be instituted notwithstanding the passage of such time. Notwithstanding the foregoing, if after such release by Company of sums withheld in connection with a particular claim such claim is reasserted, then Company's rights under this paragraph 10(b) shall apply in full force and effect. Company shall give you notice of any third-party claim, demand or action to which the foregoing indemnity applies and you shall defend such claim, demand or action through counsel of your own choice and at your expense; provided that, Company shall have the right at all times, in its sole discretion, to participate in the defense thereof with counsel of its own choosing. Any settlement of any such claim, action or demand by you that imposes any requirements on Company or which involves agreements other than the payment of money

by you and receipt of a full release by the Company Indemnitees shall be subject to Company's written consent.

11. **INTENTIONALLY OMITTED**

12. **DEFINITIONS**

For the purposes of this agreement, the following definitions shall apply:

(a) **"Adjusted Gross Tour Revenues"** – the aggregate of the following revenues actually received by or credited to any Related Entity: (1) Tour Event Revenues; (2) Appearance Fees; (3) net travel package income from any Tour Event (e.g., income from the sale of travel packages to Fan Club members and others), less all reasonable direct costs of such travel packages which Company has approved in writing; (4) all revenue generated from tour-related VIP packages, less only reasonable direct out-of-pocket costs of the contents and marketing of such VIP package, which Company has approved in writing; (5) all revenues generated from entities acquiring broadcast or other exploitation rights in or to any one or more Tour Events pursuant to an agreement which Company has approved in writing pursuant to the terms of the Recording Agreement; (6) all refunds and rebates related to any one or more Tour Events (e.g., rebates received by a Related Entity to ticket service charges); (7) to the extent not otherwise included in Tour Event Revenues, gross revenue from a series of Tour Events sold off to or promoted by any one or more tour promoters (e.g., Live Nation, AEG); (8) all claims proceeds, if any, received by a Related Entity from a non-appearance insurance policy less all reasonable direct out-of-pocket costs incurred by such Related Entity in the collection of such proceeds (including reasonable outside attorneys' fees); (9) all deposits from cancelled Tour Events; and (10) any other revenues solely related to any one or more Tour Events;

(b) **"Album Cycle"** – with respect to the First Album, the period commencing on the first day of the Term of the Recording Agreement and ending on the earlier of the Commencement Date for the Second Album and the last day of the CEA Term, and with respect to the Second Album and each subsequent Committed Album (if any), the period commencing on the Commencement Date for the Committed Album concerned and ending on the earlier of the Commencement Date for the immediately succeeding Committed Album (if any) and the last day of the CEA Term. Nothing contained in this paragraph 12(b) shall in any way derogate from or otherwise limit the terms of the Recording Agreement (including paragraphs 2, 3 or 4 thereof);

(c) **"Appearance Fees"** – all in-pocket amounts actually paid to or on behalf of any Related Entity in respect of any Tour Event for which tickets are not sold, together with all Covered Expenses;

(d) **"Artist Touring Costs"** - the following direct, non-overhead, third party, documented out-of-pocket costs incurred in connection with a Tour Event: (1) travel and accommodation costs paid for Artist and Artist's touring crew (e.g., side musicians, tour manager and other personnel); (2) stage, sound and lighting costs, including transportation for same (but only where not customarily provided by the tour promoter or venue); (3) liability and equipment insurance (which shall in all events name Company as an additional insured); and (4) band and crew salaries;

(e) **"Commencement Date"** – the date of verification by Company that the recording of Masters to comprise the applicable Committed Album has commenced and is scheduled to proceed, without substantial interruption, to completion;

(f) **"Controlled Publisher"** - Company or any music publishing company owned or controlled by, or under direct common control with, Company;

(g) **"Covered Expenses"** – all costs or expenses paid by a third party (including a tour promoter or venue) as a contribution towards production costs for any Tour Event or Artist Touring Costs. Notwithstanding the foregoing, any non-monetary value provided to a Related Entity (e.g., hotels, meals)

in connection with a Tour Event for which tickets are not sold shall not be deemed to constitute a Covered Expense unless such non-monetary value is or customarily would be commissioned by a booking agent;

(h) "**Deductible Fan Club Commissions**" - customary commissions actually paid to Artist's attorney, personal manager, business manager and agent (if applicable) which relate directly and identifiably to fan clubs, provided that in no event shall the Deductible Fan Club Commissions total more than twenty-five percent (25%) of Fan Club Adjusted Gross Receipts;

(i) "**Deductible Merchandising Commissions**" - customary commissions actually paid to Artist's attorney, personal manager, business manager and agent (if applicable) which relate directly and identifiably to Merchandise, provided that in no event shall the Deductible Merchandising Commission total more than ()% of Merchandising Adjusted Gross Receipts;

(j) "**Deductible Other Entertainment Commissions**" - customary commissions actually paid to Artist's attorney, personal manager, business manager and agent (if applicable) which relate directly and identifiably to Other Entertainment Activities and which do not otherwise constitute Deductible Fan Club Commissions or Deductible Merchandising Commissions, provided that in no event shall Deductible Other Entertainment Commissions exceed ()% of Other Entertainment Gross Receipts;

(k) "**Delivery Failure**" - the occurrence of any one (1) or more of the following events: (1) your refusal or other failure to timely Deliver the Third Album under the Recording Agreement for any reason other than Company's refusal without cause to allow you to fulfill your Recording Commitment; (2) the material breach by you, Artist or any Related Entity of any Related Agreement; or (3) the occurrence of any Leaving Member Event;

(l) "**Excluded Activities**" - Artist's appearance as a participant on the television program entitled "Love and Hip Hop" and Artist's obligations in connection therewith directly and specifically provided for in the existing agreement between NFGTV d/b/a Eastern and Artist dated April 14, 2015 (the "NFGTC Agreement"), a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. Company shall not participate in revenues paid by NFGTV pursuant to the NFGTC Agreement for Artist's services rendered in connection with the "Project" (as defined in the NFGTV Agreement). For the avoidance of doubt, Excluded Activities shall not include: (i) any services rendered by Artist in connection with services excluded from the NFGTC Agreement (e.g. "Permitted Appearances" [as defined therein], etc.); or (ii) any Recordings.

(m) "**Fan Club**" - any Artist-based subscription-based or registration-based service that is created, controlled, managed, maintained, promoted and exploited during the CEA Term, with varying levels of content and offerings available to Fan Club members, that is delivered, iterated and/or fulfilled via a website, wireless application protocol site, mobile phones, direct mail and/or any other present or future platforms, instruments, methods, media, protocols, devices or technologies;

(n) "**Fan Club Adjusted Gross Receipts**" - Fan Club Gross Receipts less Fan Club Deductions;

(o) "**Fan Club Deductions**" - all direct, non-overhead, third party, documented out-of-pocket costs actually incurred and paid by you or Artist in connection with Artist's fan club, provided such costs are reasonable, within industry standards, no higher than those paid by similarly-situated artists and not reimbursed by any Person;

(p) "**Fan Club Gross Receipts**" - all monies or other consideration received by or credited to any Related Entity which are attributable to Artist's fan club (other than monies payable under the Fan Club Agreement). Monies received by a Related Entity in connection with Merchandise sold through Artist's fan club shall be included in Merchandising Gross Receipts hereunder unless, pursuant to the arrangement between the Person operating Artist's fan club and the Related Entity concerned, such Person is entitled to apply such monies against Fan Club Deductions not related to Merchandise (in which event such monies shall be deemed to constitute Fan Club Gross Receipts hereunder);

- (q) "**Fan Club Net Receipts**" - Fan Club Gross Receipts less Fan Club Deductions and Deductible Fan Club Commissions;
- (r) "**Guarantee(s)**" - gross monies guaranteed to be paid to you, Artist or any Related Entity by any Person in connection with a Tour Event;
- (s) "**Material Tour Details**" - the material details of each Tour (e.g., dates, itinerary, venues, monies and other consideration payable to opening acts, routing, duration, expenses, billing, budget);
- (t) "**Merchandise**" - as defined in the Merchandising Agreement;
- (u) "**Merchandising Adjusted Gross Receipts**" - Merchandising Gross Receipts less Merchandising Deductions;
- (v) "**Merchandising Deductions**" - all direct, non-overhead, third party, documented out-of-pocket costs actually incurred and paid by you or Artist in connection with Merchandise, provided such costs are reasonable, within industry standards, no higher than those paid by similarly-situated artists and not reimbursed by any Person;
- (w) "**Merchandising Gross Receipts**" - all monies or other consideration actually received by or credited to any Related Entity which are attributable to the exploitation of Merchandise (other than monies payable under the Merchandising Agreement). Revenues generated from sponsors of any one or more Tour Events shall be deemed to constitute Other Entertainment Gross Receipts (rather than Merchandising Gross Receipts) hereunder;
- (x) "**Merchandising Net Receipts**" - Merchandising Gross Receipts less Merchandising Deductions and Deductible Merchandising Commissions. ;
- (y) "**Merchandising Rights**" - as defined in the Merchandising Agreement;
- (z) "**Net Ticketing Receipts**" - as defined in the Ticketing Agreement;
- (aa) "**Net Tour Revenues**" - Adjusted Gross Tour Revenues for all Tour Events less Promoter/Venue Costs & Fees and Artist Touring Costs for such Tour Events;
- (bb) "**Other Entertainment Activities**" - activities accruing Other Entertainment Gross Receipts, including Personality Exploitations and Visual Performances, but excluding Excluded Activities;
- (cc) "**Other Entertainment Gross Receipts**" - all monies or other consideration received by or credited to a Related Entity which are attributable to Collateral Entertainment Activities during the CEA Term, including those related to Personality Exploitations and Visual Performances, but specifically excluding (1) amounts payable by Company under this agreement or the Artist Agreements, (2) Adjusted Gross Tour Revenues, (3) Publishing Receipts, and (4) any monies or other consideration received or credited to a Related Entity in connection with the Excluded Activities and;
- (dd) "**Other Entertainment Net Receipts**" - Other Entertainment Gross Receipts less the Deductible Other Entertainment Commissions;
- (ee) "**Person**" - any natural person, legal entity or other organized group of persons or entities. All pronouns, whether personal or impersonal, which refer to Persons include natural persons and other Persons;
- (ff) "**Personality Exploitation**" - any exploitation of the Personality Rights, including (1) any product or service endorsed by Artist, excluding Artist endorsement agreements entered into prior to the date of this Agreement, i.e.: (A) Artist's endorsements of "Flat Belly Tea"; (B) "Washpoppin Cosmetics by

Cardi B"; and (C) the "Cardi B Breathable Waist Trainer"; (2) any performance by Artist as a personality, presenter, celebrity, spokesperson, model or designer (other than the Excluded Activities); (3) any print, film, Internet, television or other media advertisement containing Artist's performances or any Artist Identification Materials (but excluding the Excluded Activities) and/or (4) any third party sponsorship of any of Artist's Collateral Entertainment Activities (including Tour Events, but excluding the Excluded Activities);

(gg) "**Personality Rights**" – the right to use, to be associated with, or to authorize others to use or to be associated with, Artist, Artist's talents or Artist Identification Materials, including in connection with sponsorships or endorsements of services or products (other than the Excluded Activities and Merchandise);

(hh) "**Promoter/Venue Costs & Fees**" - actual fees retained by the promoter for its own account (i.e., the promoter's share of any Ticket Revenues) and actual third party costs incurred by the applicable venue or the applicable promoter in connection with the Tour Event(s) concerned and actually charged to Artist as reflected in the nightly promoter settlement sheets (including venue staffing, customary and reasonable catering, rental fee, the promoter's fee, and actual marketing dollars paid to third parties), provided that such costs are reasonable, customary in the concert industry, and comparable to the costs charged to other artists in each venue. Promoter/Venue Costs & Fees shall specifically exclude Covered Expenses and any expenses incurred by any Related Entity which are not reflected in the nightly promoter settlement sheets;

(ii) "**Publishing Agreement**" – (i) an exclusive music publishing agreement for a territory which includes the United States and Canada, pursuant to which the Controlled Publisher obtains a twenty-five percent (25%) or greater interest in Artist's music publishing; or (ii) an exclusive worldwide music publishing administration agreement, pursuant to which the Controlled Publisher administers one hundred percent (100%) or Artist's publishing catalog for a fee that equals at least 10% in publishing revenues;

(jj) "**Publishing Receipts**" – all monies or other consideration received by or credited to a Related Entity which are attributable to a Composition that is exploited during the CEA Term. Without limiting the generality of the foregoing, Publishing Receipts shall be deemed to include the writer's share and the publisher's share of mechanical royalties, synchronization fees and public performance income;

(kk) "**Region**" - each of the following regions: Europe; Latin America; North America (i.e., the United States and Canada), the Asia/Pacific region and Africa;

(ll) "**Related Entities**" - you, Artist, Productions and your and Artist's and Productions' respective principals and representatives (including any manager, business manager, agent or attorney) and each entity owned or controlled, directly or indirectly by any of the foregoing or in which any of the foregoing has a direct or indirect income interest (other than the ownership of not more than two percent [2%] of the issued and outstanding stock or other securities of a corporation listed on a national securities exchange or traded in the over-the-counter market);

(mm) "**Ticket Revenues**" – with respect to any Tour Event, the total proceeds from the sale of tickets (including any internal ticket service charges of any kind);

(nn) "**Ticketing Rights**" – as defined in the Ticketing Agreement;

(qq) "**Tour**" - a series of Tour Events;

(rr) "**Tour Event**" – each live event at which Artist performs as a musician (as opposed to a DJ, dancer, etc.) or otherwise appears (including any corporate or other private show, but excluding the Excluded Activities);

(ss) "**Tour Event Revenues**" - for each Tour Event, the greater of (1) Ticket Revenues less Promoter/Venue Costs & Fees or (2) the Guarantee;

(tt) "**Tour Leg**" - a series of consecutive Tour Events in a particular Region, with no more fourteen (14) days' break between any two (2) consecutive Tour Events, provided that in no event shall any Tour Leg be deemed to exceed ninety (90) days;

(uu) "**Visual Performance**" - the performance or other participation by Artist in any Visual Production that is not an Excluded Activity, including as an actor, director or supervisor;

(vv) "**Visual Production**" - any theatrical production, motion picture, television programming (including television commercial) and/or other audiovisual or visual media, other than Videos, Artwork or other production created or commissioned by Company under the Recording Agreement;

13. **MISCELLANEOUS**

(a) This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous and contemporaneous discussions, negotiations, covenants, agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this agreement. No modification, amendment, waiver, termination or discharge of this agreement shall be binding upon Company unless confirmed by a written instrument signed by an authorized officer of Company, or binding upon you unless confirmed by a written instrument signed by you or your representative. A waiver by either you or Company of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. Except as otherwise specifically set forth in this agreement, all rights, options and remedies in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, option or right available to Company or to you. Each and every provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise unenforceable, that shall not impair the operation or effect of any other portion of this agreement, and this agreement shall be deemed modified, but only to the extent necessary to make the provision enforceable. The headings of the paragraphs hereof are for convenience only and shall not be deemed to in any way affect the scope, meaning or intent of this agreement or any portion thereof. The term "include," "including" or "e.g." wherever used in this agreement shall mean "include without limitation" or "including without limitation" unless expressly otherwise indicated. All accountings and payments required herein, all recoupments or other recoveries permitted herein, and all grants and all warranties made herein, shall survive and continue beyond the expiration or earlier termination of this agreement. You shall not be entitled to recover damages or to terminate the CEA Term by reason of any breach by Company of its material obligations, nor shall Company otherwise be deemed in default or breach of this agreement by reason of any such breach, unless Company is given notice thereof and same is not cured within thirty (30) days after receipt of such notice. You shall not be deemed to be in default or breach of this agreement unless you are given notice thereof and same is not cured within thirty (30) days after such notice; provided that the foregoing shall not be applicable to any breach, alleged breach or threatened breach for which a cure period is already provided in this agreement. In entering into this agreement, you and Artist have and shall have the status of independent contractors. Nothing herein contained shall contemplate or constitute you or Artist as Company's agents or employees, and nothing herein shall constitute a partnership, joint venture or fiduciary relationship between you and Company. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this agreement and have contributed to its revision; (ii) the rule of construction that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this agreement; and (iii) the terms and provisions of this agreement shall be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this agreement.

(b) Company may, at its election, assign this agreement and any or all of its rights or obligations hereunder to any Person. Neither you nor Artist shall have the right to assign this agreement or any of your or Artist's rights or obligations hereunder; provided that, you may assign your rights under this agreement to a corporation, all of whose capital stock is owned solely by you, provided: (i) you have

delivered to Company an instrument signed by you and any other required Person satisfactory to Company in its sole discretion effecting the assignment and the assignee's assumption of your obligations, and Company has executed that instrument to evidence Company's approval of it; (ii) no such assignment relieves you of your obligations under this agreement; and (iii) such assignee agrees that any further assignment is subject to the same conditions as set forth in this paragraph. Any actual or attempted assignment of this agreement or any interest in this agreement by you or Artist in violation of this paragraph shall be null, void and of no effect.

(c) **THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.** You agree to submit yourself to the jurisdiction of the federal or state courts located in New York City in any action which may arise out of this agreement and all matters related thereto and such courts shall have exclusive jurisdiction over all disputes between Company and you and/or Artist pertaining to this agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of New York arising out of any claim, dispute or disagreement under this agreement may, among other methods, be served upon you by delivering or mailing the same, via registered or certified mail, addressed to you at the address provided herein for notices to you; any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York. Nothing contained in this paragraph shall preclude Company from joining you or Artist in an action brought by another Person against Company in any jurisdiction, although Company's failure to join you or Artist in any such action in one instance shall not constitute a waiver of any of Company's rights with respect thereto or with respect to any subsequent action brought by a third party against Company. Nothing contained herein shall constitute a waiver of any other remedies available to Company.

(d) This agreement shall not become effective until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ATLANTIC RECORDING CORPORATION

By:  

ACCEPTED AND AGREED:

WASHPOPPIN, INC.

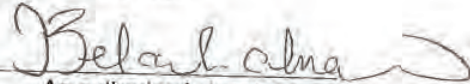
By: 
An authorized signatory

EXHIBIT A

Artist Inducement Letter to the Agreement dated as of September 28th, 2016
between ATLANTIC RECORDING CORPORATION and
WASHPOPPIN, INC.

Atlantic Recording Corporation
1633 Broadway
New York, New York 10019

Gentlepersons:

Reference is made to the agreement between me and Washpoppin, Inc. ("**Grantor**") pursuant to which I granted Grantor the right to participate financially in the results and proceeds of my Collateral Entertainment Activities (the "**Artist CEA Agreement**"). Reference is further made to the agreement between Grantor and you dated as of September 28th, pursuant to which Grantor granted you the right to participate financially in the results and proceeds of my Collateral Entertainment Activities (the "**CEA Agreement**"). Capitalized terms herein which are used but not otherwise defined herein shall have the meanings ascribed to them in the CEA Agreement. In order to induce you to execute the CEA Agreement (it being to my benefit that you execute same) and to pay good and valuable consideration inuring to my benefit under the CEA Agreement, I hereby agree as follows:

1. I warrant and represent that: (a) I have read this Artist Inducement Letter ("**this agreement**"), the Artist CEA Agreement and the CEA Agreement carefully. Prior to my execution of this agreement and the Artist CEA Agreement and prior to execution by you and Grantor of the CEA Agreement, I have had the opportunity to consult independent counsel of my own choice for the purpose of having the legal effect of each of the provisions contained in this agreement, the Artist CEA Agreement and the CEA Agreement explained to me, and I have either so consulted such independent counsel or knowingly and voluntarily waived my right to do so; (b) I understand that this agreement and the Artist CEA Agreement are legally binding documents and that I am bound by the provisions contained in this agreement and the Artist CEA Agreement; and (c) I assent to the execution of the CEA Agreement, agree to be bound by all grants, restrictions, and other provisions of the CEA Agreement relating to me and affirm all warranties and representations in the CEA Agreement which relate to me including those in paragraph 10 of the CEA Agreement.
2. I hereby guarantee, absolutely and unconditionally, the full performance by Grantor of all of the obligations of Grantor in the CEA Agreement relating to my Collateral Entertainment Activities and the monies and other consideration derived therefrom. I agree to perform for your benefit all of the obligations which were granted by Grantor to you in the CEA Agreement and/or were granted by me to Grantor in the Artist CEA Agreement. I further grant to you all of the rights and remedies relating to my Collateral Entertainment Activities and the monies and other consideration derived therefrom which were granted by Grantor to you in the CEA Agreement and/or were granted by me to Grantor in the Artist CEA Agreement and you shall have the right, in addition to any other remedies available to you at law or in equity or by reason of this agreement, the Artist CEA Agreement and/or the CEA Agreement, to specifically enforce the provisions of the CEA Agreement and/or Artist CEA Agreement against me directly.
3. I shall not, during the CEA Term, assign or otherwise permit my professional name (the "**Artist Name**"), or any other professional name(s) utilized by me, to be used by any other individual or group of individuals without your prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. I hereby warrant and represent that: (a) I am and shall be the sole owner of the Artist Name and all other professional names used by me in connection with the Collateral Entertainment Activities; (b) no Person other than you has, or shall have, the right to use such names or any other Artist

Identification Materials or to permit such names or Artist Identification Materials to be used in connection with the Collateral Entertainment Activities at any time during the CEA Term; and (c) I will not use any professional name other than the Artist Name during the CEA Term without your prior written consent, which may be withheld for any reason. If any Person challenges my right to use a professional name (including the Artist Name), or if you determine in your reasonable good faith discretion that any such professional name (including the Artist Name) is not available for use by you hereunder in any portion of the Territory or that its availability in any portion of the Territory is in question, then I shall, at your request, promptly designate another professional name to be used by me, such other professional name to be subject to your prior written consent; upon your written consent to any such professional name, such name shall be deemed to be the Artist Name for purposes of this agreement and the CEA Agreement.

4. (a) If for any reason: (i) Grantor fails or refuses to perform its obligations to you pursuant to the CEA Agreement or Grantor ceases to be entitled to an economic interest in my Collateral Entertainment Activities sufficient to provide you with the Economic Interest in my Collateral Entertainment Activities; (ii) I fail or refuse to perform my obligations to Grantor pursuant to the Artist CEA Agreement; (iii) any dispute arises between me and Grantor with respect to Grantor's entitlement to my services pursuant to the Artist CEA Agreement or my willingness to perform for Grantor pursuant to the Artist CEA Agreement; (iv) any party asserts, claims or otherwise takes the position that the CEA Agreement and/or Artist CEA Agreement is terminated, rescinded, void, voidable or invalid in any way; (v) Grantor dissolves, liquidates or otherwise ceases to exist, or (vi) any of the other events described in paragraph 19(a) of the Recording Agreement occurs or Company exercises the option set forth in paragraph 19(b) of the Recording Agreement, I shall fully comply with and perform under this agreement and, in addition, you shall have the right, but not the obligation, at your sole election (to which I irrevocably consent), to require that I directly grant to you the Economic Interest in my Collateral Entertainment Activities and otherwise fulfill the obligations of Grantor under the CEA Agreement. If you exercise your right pursuant to this paragraph 4 to require that I directly grant to you the Economic Interest in my Collateral Entertainment Activities and otherwise fulfill the obligations of Grantor under the CEA Agreement, I agree that: (A) I shall grant you the Economic Interest in my Collateral Entertainment Activities and otherwise fulfill the obligations of Grantor under the CEA Agreement, as if I were substituted for Grantor as a party to the CEA Agreement as modified pursuant to this paragraph 4; (B) I shall be deemed to have entered into the CEA Agreement with you as of the effective date of the CEA Agreement on all of the terms and conditions of the CEA Agreement as modified pursuant to this paragraph 4; and (C) the terms of the CEA Agreement shall be fully enforceable against me notwithstanding the occurrence of any of the events specified in paragraphs 4(a)(i) through (vi) herein.

(b) If, notwithstanding the occurrence of any of the events listed in paragraph 19(a)(i) or (a)(ii) of the Recording Agreement under applicable law the CEA Agreement does not terminate and instead remains in effect, then within ten (10) days of the occurrence of any such event, I shall file or cause to be filed a motion to compel Grantor to assume or reject the Artist CEA Agreement pursuant to section 365 of the Bankruptcy Code (or the legal equivalent of assumption or rejection pursuant to section 365 of the Bankruptcy Code under any other present or future federal or state, statute, law or regulation, or other applicable domestic or foreign (i.e., non-U.S.) bankruptcy, insolvency, receivership, winding-up or similar statute, law or regulation). Furthermore, I shall provide my support, in writing or as otherwise requested by you, to compel the assumption or rejection of the CEA Agreement.

5. In the event of an actual or alleged default or breach by Grantor in performing any of its obligations under the Artist CEA Agreement, I shall send Grantor specific notice by registered or certified mail, return receipt requested, of the nature of such actual or alleged default or breach and, simultaneously therewith, duplicate notices, in the same manner, to you at 1633 Broadway, New York, NY 10019, Attention: Executive Vice President, Business and Legal Affairs.

6. With the exception of any monies due to me as a result of any exercise of your rights pursuant to paragraph 4 herein, I agree that I shall look solely to Grantor for the payment of all amounts, if any,

payable to me by reason of the Artist CEA Agreement or the CEA Agreement, that you shall have no responsibility to me therefor whatsoever, and that I shall not assert any claim in this regard against you.

7. I may not assign this agreement or the CEA Agreement or the Artist CEA Agreement, or assign or delegate any rights, privileges or obligations hereunder or under the CEA Agreement or the Artist CEA Agreement, in whole or in part, without your prior written consent. Any actual or attempted assignment of this agreement, the CEA Agreement and/or the Artist CEA Agreement or any interest in any such agreement by me in violation of this paragraph shall be null, void and of no effect.

8. I warrant and represent that I am a United States citizen and at least eighteen (18) years of age,, that I have the right and power to enter into this agreement and to fully perform for you pursuant to this agreement, the Artist CEA Agreement and those provisions of the CEA Agreement relating to me, that I have the right to grant you all of the rights granted in the Artist CEA Agreement, in this agreement and those provisions of the CEA Agreement relating to me, and that none of this agreement, the Artist CEA Agreement or those provisions of the CEA Agreement relating to me or any performance of mine thereunder shall be in violation of the rights of any other Person. I acknowledge that you would not have entered into the CEA Agreement without my execution of this agreement and, therefore, I warrant, represent and agree that I have not entered into (nor will enter into) any contract or commitment in conflict with any of the provisions of this agreement, the Artist CEA Agreement or the CEA Agreement or that might interfere with or impair your rights under this agreement or the CEA Agreement. This agreement cannot be amended, modified, waived or canceled, in whole or in part, except by a written instrument signed by an authorized officer on your behalf. Any provision of this agreement which imposes an obligation following the termination or expiration of this agreement shall survive such termination or expiration and shall continue to be binding upon the parties to this agreement. The term "include," "including" or "e.g." wherever used in this agreement shall mean "include without limitation" or "including without limitation" unless expressly otherwise indicated. Each and every provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise unenforceable, that shall not impair the operation or effect of any other portion of this agreement, and this agreement shall be deemed modified, but only to the extent necessary to make the provision enforceable. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. Neither the expiration nor any other termination of this agreement, the CEA Agreement or the Artist CEA Agreement shall affect your right to the Economic Interest in my Collateral Entertainment Activities under this agreement, the Artist CEA Agreement or CEA Agreement or alter any of your rights or privileges and/or any warranty or undertaking on my part in connection with my Collateral Entertainment Activities or monies or other consideration derived therefrom. No delay on your part in exercising any right or remedy in connection with this agreement shall constitute a waiver of your rights against me; the failure by you to give notice or demand to me in connection with either any of your rights or remedies under this agreement or any failure by me to comply with my obligations under this agreement shall not be deemed a waiver of my obligations or of your right to take further action without notice or demand to me. No failure by you to keep or perform any term, covenant or condition of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition of this agreement, nor constitute a waiver of the term, covenant or condition itself. No failure by you to exercise any of your rights granted by this agreement shall operate as waiver of those rights or any other rights or remedies. Your exercise of any of your rights and remedies under this agreement is not conditioned upon your pursuit of any remedy you may have against Grantor or any other Person. The parties hereto acknowledge and agree that: (a) each party and its counsel reviewed and negotiated the terms and provisions of this agreement and have contributed to its revision; (b) the rule of construction that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this agreement; and (c) the terms and provisions of this agreement shall be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this agreement.

9. I shall and do hereby indemnify, save and hold you, your parents, affiliates, divisions, successors, licensees and assigns and the officers, directors and employees of any of the foregoing (collectively, the "Indemnitees") harmless from any and all loss, damage and liability (including court costs and

reasonable attorneys' fees) arising out of, connected with or as a result of: (a) any act or omission by Grantor or me (or any of our respective agents); or (b) any inconsistency with, failure of, or breach or threatened breach by me of any warranty, representation, agreement, undertaking or covenant contained in this agreement, the Artist CEA Agreement or the CEA Agreement insofar as such provisions apply to me. My liability under the aforesaid assent and agreement to be bound, guarantee and indemnify is direct and immediate and not conditioned or contingent upon the pursuit by the Indemnitees of any remedy you or they may have against me and/or Grantor.

10. You shall have the right to secure insurance with respect to me for your own benefit. In this connection, I agree to make myself available for physical examinations by a physician as and when reasonably requested to do so and to complete such questionnaires and other documents which you or any insurance carrier may from time to time require in connection with securing and maintaining such insurance.

11. To the extent any provision of this agreement conflicts in any way with any provision of the Artist CEA Agreement, the provisions of this agreement shall be controlling.

12. **THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.** I agree to submit to the sole and exclusive jurisdiction of the federal or state courts located in New York City in any action which may arise out of this agreement and all matters related thereto and such courts shall have exclusive jurisdiction over all disputes between you and Grantor and/or me pertaining to this agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of New York arising out of any claim, dispute or disagreement under this agreement and all matters related thereto may, among other methods, be served upon me by delivering or mailing the same, via registered or certified mail, addressed to me at the following address:

To: Richard N. Joseph, Esq., at The Law Offices of Richard Joseph, 8383 Wilshire Boulevard, Suite 341, Beverly Hills, California, 90211.

Any such delivery or mail service shall be deemed to have the same force and effect as personal service upon me within the State of New York. Nothing contained in this paragraph 12 shall constitute a waiver of any other remedies available to you or preclude you from joining Grantor or me in an action brought by another Person against you in any jurisdiction, although your failure to join Grantor or me in any such action in one instance shall not constitute a waiver of any of your rights with respect thereto, or with respect to any subsequent action brought by another Person against you.

If the foregoing is in accordance with your understanding, please sign below.

Very truly yours,


BELCALIS ALMANZAR

Social Security #: _____

p/k/a "Cardi B"

ACCEPTED AND AGREED TO:

ATLANTIC RECORDING CORPORATION

By:  
An Authorized Signatory

WASHPOPPIN, INC.

By: 
An Authorized Signatory

MERCHANDISING RIGHTS AGREEMENT

This agreement, dated as of September 28th, 2016, sets forth the terms of the agreement between Atlantic Recording Corporation ("**Company**") at 1633 Broadway, New York, NY 10019 and Washpoppin, Inc. ("**you**") c/o The Law Offices of Richard Joseph, 8383 Wilshire Boulevard, Suite 341, Beverly Hills, California, 90211, Attention: Richard N. Joseph, Esq., regarding the merchandising rights relating to Belcalis Almanzar, professionally known as "Cardi B" ("**Artist**").

Reference is hereby made to the agreement (the "**Recording Agreement**") dated as of September 28th, 2016 between Company and KSR Group, LLC ("**Productions**"), regarding the exclusive recording services of Artist. Reference is further made to the collateral entertainment activities agreement between Company and you dated as of September 28th, 2016 (the "**CEA Agreement**") and to the ticketing agreement between Company and you dated as of September 28th, 2016 (the "**Ticketing Agreement**"). The Recording Agreement, CEA Agreement and the Ticketing Agreement shall collectively be referred to hereunder as the "**Artist Agreements**." This agreement is a separate agreement with additional independent consideration, executed as of the date hereof, and shall not constitute nor be deemed a modification, amendment or extension of any other agreement.

1. **Term:** The term of this agreement (the "**Merchandising Term**") will commence on the first day of the CEA Term (as defined in the CEA Agreement) and will end on the last day of the CEA Term, subject to the Sell-Off Period (as defined in paragraph 10).

2. **Merchandise:**

(a) As used herein, "**Merchandise**" means and includes any and all items of merchandise products, whether in physical, digital or other form, that utilize "**Artist Identification Materials**" including: posters; stickers; patches; pennants; lighters; buttons; trading cards; keychains; novelty items; calendars; souvenir tour programs; illustrated and/or photographic books; digital products including text and graphic content, digitized simulated items of Merchandise and avatars embodying Artist Identification Materials (the aforementioned types of digital products are collectively referred to herein as "**Virtual Merchandise**"); interactive and on-line products and software; t-shirts, jerseys, sweatshirts, footwear, hats, and other apparel. Notwithstanding any of the foregoing, "Merchandise" will specifically exclude Records and Album Artwork commercially exploited by Company pursuant to paragraph 9(k) of the Recording Agreement.

(b) "**Artist Identification Materials**" means and includes the Artist name(s), including any professional names, group name(s) heretofore and hereafter adopted (individually and collectively "**Artist Name**"), approved likenesses, whether or not current (including approved photographs, approved portraits, approved caricatures, and approved stills from any artwork or audio-visual recordings), characters, symbols, emblems, logos, designs, approved autographs (including facsimile signatures), approved voice and approved biographical material of or relating to Artist. Artist's approvals with respect to the Artist Identification Materials shall be subject to the same provisions regarding approvals as are contained in paragraph 9(b).

3. **Rights:** You hereby grant to Company the right throughout the universe (the "**Territory**") to utilize Artist Identification Materials, either alone or together with other elements, in connection with the manufacture, advertisement, merchandising, promotion, distribution, and sale of any Merchandise under this agreement (individually and collectively, the "**Merchandising Rights**"), which Merchandising Rights shall specifically be limited to the following:

(a) (i) Upon prior written notice to you, the exclusive right to sell Merchandise on the site and in the immediate surrounding area of and at any and all live concerts given by Artist anywhere in the Territory during the Merchandising Term and at all theatrical performances where Artist is a member of the cast (each, a "**Tour Event**"), subject to the restrictions of each applicable venue. Such Merchandising Rights are sometimes hereinafter referred to as "**Managed Tour Rights**" and such

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Merchandise sales are referred to herein as "**Tour Sales**." With respect to Tour Sales, you hereby warrant that you will use your best efforts to obtain in your arrangements with the various concert venues the lowest possible so-called "hall and vendor commission rates," it being understood and agreed that your failure to obtain the lowest possible "hall and vendor commission rates" shall not be deemed a breach of the agreement. In addition, you agree to the terms hereof and shall include in all your contracts with concert promoters ("**Promoter(s)**") (and shall use your best efforts to have Promoters execute contracts containing such provisions, it being understood and agreed that in the event such Promoters fail to execute such contracts, you shall not be deemed to have breached this agreement) the following provisions relating to Tour Sales:

(A) Company shall have the sole and exclusive right to sell all Merchandise at the venue on the day of Artist's performance.

(B) Promoter shall provide adequate space for Company to vend the Merchandise, and Promoter agrees that Company shall, as it may require, have access to any hall facilities and any and all areas adjacent to the venue.

(C) Promoter shall use its best efforts to prevent and stop any person not authorized by Promoter from selling Merchandise at the Tour Event, whether inside or outside the venue, unless such person has the express written consent of Company.

(D) With respect to concert dates at which Artist performs as the so-called "headline" act, Company may seek to limit a support act's right to sell Merchandise.

(ii) Company's Merchandising Rights with respect to Tour Events shall include the exclusive right to supply Merchandise to you or any Related Entity (as defined in paragraph 3(f)(ii)) for sale by you or such Related Entity (in lieu of Company) at Tour Events. Such Merchandising Rights are sometimes hereinafter referred to as "**Tour Supply Rights**," such supply of Merchandise by Company is referred to herein as "**Tour Supply**," and such Merchandise is referred to as "**Supply Merchandise**." Notwithstanding anything expressed or implied to the contrary herein, Company shall have the right to exercise its Tour Supply Rights in lieu of its Managed Tour Rights until such time as Company decides, in its sole discretion, to exercise its Managed Tour Rights. Notwithstanding the foregoing, Company agrees that it will not commence exercising its Managed Tour Rights until after the last day of the Tour Leg (as defined in paragraph 6(i)) during which Artist's average nightly merchandising gross receipts (the "**Nightly Gross**"), as shown on the nightly venue "show sheet," equal or exceed [REDACTED] (\$[REDACTED]). With respect to each Tour Event at which you or a Related Entity sells Merchandise in lieu of Company, you shall require the venue to provide Company with such show sheet indicating unit sales and the Nightly Gross at such Tour Event at the same time as such show sheet is made available to you, but not later than twenty-four (24) hours following the conclusion of each such Tour Event, and in the event the venue fails to do so, you shall provide such show sheet to Company within said time frame. After the Tour Supply period, Company shall have the right to sell Merchandise at Tour Events instead of Artist and/or a Related Entity, provided that Company shall consult in good faith with Artist with respect to the vending persons designated by Company to travel to each Tour Event.

(b) Pursuant to the terms set forth in paragraphs 3(e) and 9 below, the non-exclusive right to sell Merchandise to wholesalers and retailers, including internet-based wholesalers and retailers, for resale. Such sales are referred to herein as "**Wholesale/Retail Sales**." Wholesale/Retail Sales include the sale of Virtual Merchandise by Company to wholesalers and retailers and the sale of Merchandise by Company to Artist's fan club. Notwithstanding the first sentence of this paragraph, in the event you grant Company Wholesale/Retail Sales rights pursuant to this paragraph 3(b), you shall furnish to Company a reasonable number of exclusive designs embodying Artist Identification Materials per each contract period of the Recording Agreement and pursuant to the terms set forth in paragraph 9 below for use in connection with Company's Wholesale/Retail Sales and D2C Sales (defined below).

(c) Pursuant to the terms set forth in paragraphs 3(e) and 9 below, the non-exclusive right to

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sell Merchandise (including Virtual Merchandise) directly to consumers (other than by way of Tour Sales), including through the Internet, mail order sales, sales via catalogs, CD inserts, television-related direct response mail order sales, and through any and all other media, networks and/or distribution channels that now, or may hereafter, exist. Such sales are referred to herein as "**D2C Sales**." Notwithstanding the first sentence of this paragraph, Company shall have exclusive D2C Sales rights with respect to product bundles (i.e., Merchandise and the Album) made available for sale in connection with the initial release of each Committed Album under the Recording Agreement.

(d) Pursuant to the terms set forth in paragraphs 3(e) and below, the non-exclusive right to enter into License Agreements for Merchandise (including Virtual Merchandise) bearing Artist Identification Materials. "**License Agreements**" shall mean agreements pursuant to which Company grants a third party a limited license to create, manufacture, sell and distribute either: (i) Artist-only Merchandise embodying Artist Identification Materials; or (ii) a single Merchandise product (or a single line of products, e.g., novelty items) for each of one or more of Company's artists (e.g., a so-called "roster deal" for lunchboxes). You shall have the right to approve the material terms of each License Agreement, which approval may be withheld in your sole reasonable discretion. Payments received by Company under a License Agreement are referred to herein as "**Licensing Income**." Nothing expressed or implied in this paragraph 3(d) shall foreclose you from entering into one or more agreements pursuant to which you grant a third party a limited license to create, manufacture, sell and distribute Merchandise made as part of a sponsorship deal (or endorsement deal) that is specifically related to the company sponsoring Artist (or that Artist is endorsing) or otherwise as you may determine in your sole reasonable discretion; provided that, (A) such Merchandise do not contain any Artist Identification Materials owned or controlled by Company; and (B) such licenses do not frustrate Company's Merchandising Rights hereunder.

(e) Notwithstanding anything to the contrary set forth herein: (i) in the event Company desires to exploit Merchandise pursuant to Company's non-exclusive rights as set forth in paragraphs 3(b), 3(c) and 3(d) above, Company's exercise of such non-exclusive rights shall be subject to your prior written consent in each instance, which such consent may be withheld in your sole reasonable discretion; and (ii) the parties hereby acknowledge and agree that nothing expressed or implied in the foregoing provisions of this paragraph 3 and/or elsewhere herein shall not be deemed to derogate from any obligation you may have to account for and pay Company pursuant to paragraphs 5(c) and 7 of the CEA Agreement.

(f) The parties hereby acknowledge and agree that nothing expressed or implied in the foregoing provisions of this paragraph 3 and/or elsewhere herein is intended to foreclose you from entering into agreements with so-called "corporate sponsors" (i) in connection with any tour undertaken by Artist or (ii) for endorsement of a product, provided that any such agreements expressly prohibit the corporate sponsor from manufacturing, selling, giving away, or otherwise creating or distributing Merchandise.

(g) (i) Notwithstanding anything to the contrary set forth herein, to the extent that Company, in its sole discretion, elects to authorize you or any Related Entity to enter into a merchandising agreement with a third party merchandiser to actively exploit some or all of the exclusive Merchandising Rights (i.e., merchandising rights solely in connection with Tour Events) set forth herein in lieu of Company (a "**Third Party Agreement**"), then Company's financial participation with respect to such third party's exploitation of the Merchandising Rights shall be subject to the terms of paragraphs 5(c) and 7 of the CEA Agreement. With respect to such third party's exploitation of the Merchandising Rights, you shall receive payment in accordance with the terms of such Third Party Agreement, in lieu of the payments set forth herein. All of the terms and conditions of the Third Party Agreement shall be subject to Company's approval, which it may give or withhold in its sole discretion. After the expiration or termination of any such Third Party Agreement, Company shall be entitled to directly exploit the Merchandising Rights that were granted under the Third Party Agreement.

(ii) "**Related Entity**" shall mean you, Artist, Productions and your, Artist's and Productions' respective principals and representatives (including any manager, business manager, agent or attorney) and each entity owned or controlled, directly or indirectly by any of the foregoing or in which

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any of the foregoing has a direct or indirect income interest (other than the ownership of not more than two percent [2%] of the issued and outstanding stock or other securities of a corporation listed on a national securities exchange or traded in the over-the-counter market).

4. **Intentionally Omitted**

5. **Royalties.** Company shall accrue to your royalty account hereunder the following royalties on net sales of Merchandise:

(a) **Wholesale / Retail Sales:**

(i) **United States:**

- (A) ■% of Net Retail Receipts for men's regular t-shirts;
- (B) ■% of Net Retail Receipts for girls' tops, hoodies, and men's "premium" t-shirts (e.g., "30/1" t-shirts, American Apparel t-shirts, etc.);
- (C) ■% of Net Retail Receipts for Specialty Items, headwear and other items; and
- (D) Notwithstanding the foregoing, Company shall pay (1) ■% of Net Retail Receipts with respect to Mid-Tier Stores; and (2) ■% of Net Retail Receipts with respect to Mass Market Stores.

(ii) **Foreign:** ■% of Net Retail Receipts for men's regular t-shirts, 20% of Net Retail Receipts for girls' tops, hoodies, and men's "premium" t-shirts (e.g., "30/1" t-shirts, American Apparel t-shirts, etc.); and ■% of Net Retail Receipts for Specialty Items, headwear and other items. Notwithstanding the foregoing, Company shall pay ■% of Net Retail Receipts for Mid-Tier Stores and Mass Market Stores.

(b) **Tour Sales:**

- (i) **United States:** ■% of Net Profits.
- (ii) **Foreign:** ■% of Net Profits.
- (iii) **Specialty Items:** ■% of Net Profits for U.S. tours where Artist is a headliner; ■% for non-headliner U.S. tours and foreign tours.
- (iv) **Tour Supply:**
 - (A) During the Tour Supply period, you shall purchase Supply Merchandise from Company at Company's tour supply rates; provided that Company shall not sell you Supply Merchandise until you have provided Company with a "Reseller's Tax Certificate".
 - (B) For the avoidance of doubt, no royalties shall be payable to you with respect to Supply Merchandise purchased from Company pursuant to paragraph 5(b)(iv). In the event you purchase Supply Merchandise from Company pursuant to such paragraph, such purchase shall be on a so-called "net 30 days after invoice" basis or pursuant to such other terms of invoices designated by Company. If you fail to pay Company the monies owed to Company pursuant to such invoices, and without limitation of Company's rights with respect thereto: (I) Company shall not be obligated to provide further quantities of Supply Merchandise to you; (II) Company shall have the right to start exercising its Managed Tour Rights, in which event you and/or the Related Entity shall immediately cease the active selling of Merchandise at your Tour Events and cause any vendors hired by you to immediately cease

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doing so; and (III) Company shall have the right to deduct such amounts owing from any and all royalties payable hereunder or under any Artist Agreement.

(iv) Festival Merchandise: Notwithstanding the foregoing, the royalties set forth in this paragraph 5(b) shall not apply to any sales of "festival event" Merchandise, as such term is customarily used in the music tour industry (e.g., merchandise such as T-shirts having the names of each artist performing at the festival), and on which Artist Identification Materials are embodied. The parties agree to negotiate in good faith with respect to royalty payments therefor.

(c) D2C Sales:

(i) United States: █% of Net Receipts.

(ii) Foreign: █% of Net Receipts.

(d) Licensing Income:

(i) █% of Net Licensing Receipts.

(ii) For the avoidance of doubt: (A) this paragraph 5(d) shall not apply to Third Party Agreements pursuant to paragraph 3(g); and (B) sales of Virtual Merchandise created by a third party pursuant to a License Agreement shall be accounted for pursuant to this paragraph 5(d).

6. Definitions. As used in this agreement, the following terms shall have the meanings set forth below:

(a) "Mass Market Stores" - as such term is understood in the Merchandising industry and shall include K-Mart, Target and Wal-Mart.

(b) "Mid-Tier Stores" - as such term is understood in the Merchandising industry and shall include Mervyns, J.C. Penney's and Sears.

(c) "Net Licensing Receipts" - gross Licensing Income actually received by Company (or credited to Company's account in reduction of a prior advance received by Company) pursuant to a License Agreement (but specifically excluding any advances, fees or payments that Company receives in connection with any roster License Agreement that Company may enter into), less any actual costs and taxes, if applicable, incurred by Company in connection with such License Agreement.

(d) "Net Profits" - gross proceeds actually received by Company from Tour Sales (which, in the case of souvenir tour programs includes revenues from advertising contained therein), less applicable sales tax, VAT or other similar taxes, customs and import duties, credit card charges, all costs of material, production, creation and acquisition of artwork, manufacture and distribution costs, including Company's road and freight costs and freight insurance, hall fees, vendor fees, product insurance costs and costs of security to prevent bootlegging, and overhead (which shall be deemed to be 3% of "Tour Net Sales").

(e) "Net Receipts" - gross proceeds actually received by Company from D2C Sales, less applicable sales tax, VAT or other similar taxes, custom and import duties, returns or credits on returns, credit card charges, and actual shipping and handling costs and third party out-of-pocket fulfillment costs and fees, to the extent not paid directly by the customer.

(f) "Net Retail Receipts" - gross proceeds actually received by Company from Wholesale/Retail Sales, less applicable sales tax, VAT or other similar taxes, custom and import duties, returns or credits on returns and stickering, tagging and shipping costs.

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(g) **"net sales"** - all sales excluding: (i) Merchandise given away gratis or sold for less than Company's actual manufacturing cost therefor or distributed for publicity, advertising or promotional purposes; (ii) free or bonus Merchandise given away together with products sold for monetary consideration (it being understood that the number of items deemed not sold for royalty purposes under this subclause (ii) shall not exceed 10% of the total sold of the Merchandise concerned; and (iii) discounted sales made to you, Artist, crew members or other individuals working on site at Artist's Tour Events or for your organization.

(h) **"Sell-Off Period"** - the period commencing as of the date of the expiration or termination of the Merchandising Term hereof and continuing until the later of (i) the date occurring six (6) months thereafter; or (ii) the date upon which all outstanding tour supply invoices are paid in full.

(i) **"Specialty Items"** - as such term is understood in the Merchandising industry and shall include: items that, because of their quality, manufacturing process or components, including colors, fabrics, garment specifications, accessories, and technical embellishment applications beyond basic screen printing techniques, are not manufactured by Company for a substantial majority of its clients; or items that are sold at prices different from Company's generally prevailing prices from time to time for "stock items" or similar items. For the avoidance of doubt, these may include, but not be limited to, souvenir tour programs, cut & sew garments, items purchased from third party vendors, and t-shirts that require special colors or over-dyed or garment washed treatments.

(j) **"Tour Leg"** - a series of consecutive Tour Events with no more than two (2) weeks break between any two consecutive Tour Events.

(k) **"Tour Net Sales"** - gross proceeds actually received by Company from Tour Sales, after deducting solely sales tax, customs and import duties, "value added tax" or their equivalents and, where applicable, all local bootleg security costs and credit card charges.

7. **Statements and Payments:**

(a) (i) Within sixty (60) days after March 30, June 30, September 30 and December 31 of each year during which Merchandise is sold, Company shall render a statement of accrued royalties earned from Wholesale/Retail Sales, D2C Sales and Licensing Income under this agreement during the preceding calendar quarterly period.

(ii) With respect to Tour Sales, Company shall account to you within sixty (60) days after the end of each Tour Leg with respect to all royalties earned in connection with Tour Sales.

(iii) Concurrently with the rendition of each statement, Company shall pay you all royalties shown to be due by such statement, after deducting all advances made prior to the rendition of the statement. All statements and payments shall be made to your order and shall be sent to you address first written above. Company shall maintain a separate account with respect to the royalties required to be paid under this agreement (i.e., royalties under this agreement shall not be cross collateralized with advances payable under any of the Artist Agreements and royalties under any of the Artist Agreements shall not be cross collateralized with advances under this agreement), except as set forth in paragraphs 7(f) and 12(b) below. All royalties hereunder shall be inclusive of all royalties payable to third parties. All third-party art origination costs (other than any artwork costs incurred by Company in connection with Artist's album packaging), third party licensing fees or royalties pursuant to paragraph 7(a)(iv), if any, and sampling costs incurred by Company in connection with the creation of Artist Identification Materials and Merchandise are recoupable from any royalties accruing to your account hereunder.

(iv) With respect to any Merchandise which contain the symbol(s), likeness(es), logo(s), or other licensed property of other parties to whom Company is required to pay a licensing fee or royalty in connection therewith, the aforesaid royalties shall be apportioned on a pro-rata basis or on some other basis negotiated in good faith between you and Company.

(b) Company may withhold a reasonable reserve against returns, exchanges, refunds, credits and the like with respect to sales hereunder, such reserve to be established by Company in its reasonable discretion, based on, among other factors, Artist's Merchandise sales experience, which reserves shall not be in excess of [REDACTED] (%) of royalties otherwise credited to Artist's account hereunder for shipments of Merchandise to wholesalers/retailers or sold by Company via D2C Sales in any particular royalty period (unless Company anticipates in its reasonable, good faith judgment, returns, exchanges, refunds, credits and the like which justify the establishment of a larger reserve) and each such reserve shall be fully liquidated no later than with the rendition of statement rendered two (2) years following the statement with respect to which such reserve was originally maintained. You shall be deemed to have consented to all accountings rendered by Company hereunder and such accountings shall be binding upon you and not subject to any objection by you for any reason unless specific objection, in writing, stating the basis thereof, is given to Company within three (3) years after the date Company is deemed to have rendered the applicable statement, and after such written objection, unless suit is instituted within three and one-half (3.5) years after the date Company is deemed to have rendered the applicable statement. Company shall be deemed conclusively to have rendered each statement on the date prescribed in paragraph 7(a) unless you notify Company otherwise with respect to any particular statement within seventy-five (75) days after the date that Company is required to render that statement pursuant to paragraph 7(a).

(c) You shall have the right at your sole cost and expense to appoint a certified public accountant to examine Company's books and records as the same pertain to sales of Merchandise pursuant to this agreement; provided that, any such examination shall be for a reasonable duration, shall take place at Company's offices during normal business hours on reasonable prior notice and shall not occur more than once in any calendar year. You may conduct such examination with respect to a particular statement only once. If Company agrees that there has been an undercrediting of royalties to you exceeding [REDACTED] (%) of the total royalties reported as credited by Company to your account hereunder for the period covered by such examination or if an undercrediting of royalties exceeding such amount is established by a court of competent jurisdiction, Company shall reimburse you in the amount of all reasonable fees paid by you to the auditors concerned in connection with such audit, up to a maximum amount of [REDACTED] Dollars (\$[REDACTED]) per audit. Company shall pay interest to you on the payable portion (i.e., the portion in excess of any then-unrecouped Advances, if applicable) of any agreed upon or so-established undercrediting of royalties hereunder at the prime rate as quoted in the "Money Rate" section of The Wall Street Journal or any other similarly reputable published source, calculated on the basis of a 365-day year.

(d) Company shall compute your royalties in the same national currency in which Company's licensee pays Company for that sale, and Company shall credit those royalties to your account at the same rate of exchange at which the licensee pays Company (or credits Company in recoupment of an advance made to Company by such licensee, as reflected in a royalty accounting statement received by Company). For purposes of accounting to you, Company shall treat any sale outside of the United States as a sale made during the same royalty accounting period in which Company receives accounting and payment (or credit to Company in recoupment of an advance made to Company by such licensee, as reflected in a royalty accounting statement received by Company) for that sale from the applicable licensee. If Company cannot collect payment in the United States in U.S. Dollars, Company shall not be required to account to you for that sale, except that Company shall, at your request and at your expense, deduct from the monies so blocked, and deposit in a foreign depository, the equivalent in local currency of the royalties which would be payable to you on the foreign sales concerned, to the extent such monies are available for that purpose, and only to the extent to which your royalty account is then in a fully recouped position. All such deposits shall constitute royalty payments to you for accounting purposes. To the extent possible, Company shall allow you to select the foreign depository referred to in this paragraph 7(d). Deposit as aforesaid shall fulfill the obligations of Company as to sales of Merchandise to which such royalty payments are applicable.

(e) If Company is required by any governmental authority to deduct or withhold taxes based upon its earnings from the sale of Merchandise hereunder, Company may deduct a proportionate amount of such taxes (based upon your royalty rates) from your accrued earnings with respect to such sales. If any governmental authority requires deduction or withholding of any other taxes on Company's behalf due to your liability in the Territory, Company shall so notify you. In the event you fail to make payment to such governmental authority or otherwise resolve such obligation within ten (10) days from Company's written notice, Company may then deduct the amount estimated to be required for payment to such authority from your accrued earnings. In the event Company actually deducts such amounts from your accrued earnings, Company shall provide copies of any tax certificates with respect thereto received by Company in your name following your written request therefor. It is acknowledged that to the extent such taxes are not paid by you, a proportionate amount of any such taxes paid by Company shall constitute an obligation of you to Company and that Company shall be entitled to either deduct the proportionate amount of such tax obligation, plus interest thereon at the prime interest rate of Citibank, N.A. ("Citibank") in New York, New York as announced publicly by Citibank in New York, New York (calculated from the date of payment by Company of any such monies), from your royalties, charge such amount (plus such interest) to your royalty account, or obtain reimbursement (including such interest) from you upon ten (10) days' written notice, as Company may determine.

(f) If you have failed to timely account to Company in good faith in accordance with the provisions of the CEA Agreement, Company shall continue to account to you hereunder, but shall be entitled to withhold all monies otherwise payable hereunder pending receipt of such good-faith accounting. If you have] accounted to Company in good faith in accordance with the provisions of the CEA Agreement, but you have failed to pay Company the full amount due in connection with such accounting, Company shall be entitled to deduct the amount of such underpayment from all monies otherwise payable hereunder.

(g) Except as expressly set forth in paragraphs 7(f) and 12(b) herein, Company shall maintain a separate, uncrossed royalty account with respect to royalties earned by you hereunder. No royalties or other monies payable to you hereunder shall be used to recoup any advances paid to you or costs charged to your account pursuant to the CEA Agreement, Recording Agreement or Fan Club Agreement except as expressly set forth in each such agreement (i.e., for the purposes of offsetting any outstanding payments due to Company pursuant to the CEA Agreement and/or in the event you are required to indemnify Company for any reason).

8. **Intentionally Omitted.**

9. **Creative Matters / Procedures.**

(a) (i) Promptly following the execution of this agreement, and no later than 45 days before the commencement of each Tour undertaken by Artist during the Merchandising Term, to the extent available, you shall furnish Company with full color artwork designs embodying Artist Identification Materials in the form of color transparencies, film duplicates, computer disks and/or files, and photographs, sufficient to enable Company to produce a complete line of Merchandise, but in no event fewer than twelve (12) designs. Your delivery of such materials to Company shall constitute your representation and warranty that you have secured all licenses and consents necessary for the complete exploitation of such materials by Company as contemplated by this agreement.

(ii) In addition to the foregoing, you agree, within five (5) business days after Company's written request therefor (email shall suffice), to the extent available, to furnish to Company at least three (3) new designs suitable for exploitation on Merchandise, provided that in all events, you agree to furnish to Company at least one (1) new design during each calendar quarter of the Merchandising Term.

(iii) If you fail to approve products, artwork or samples in a timely fashion (in accordance with Company's standards, schedules and procedures for product development and

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production planning as same may exist from time to time and of which Company keeps you advised), you acknowledge that Company may not be able to have appropriate quantities of Merchandise available for sale at particular Tour Events unless Company incurs special or excess freight charges (e.g., air freight charges instead of Company's regular trucking charges). In such event, Company shall promptly advise you thereof. Any resulting excess or special freight charges shall be deemed additional advances against your account hereunder and if you do not consent thereto, Company will ship products in accordance with Company's customary procedures but will suffer no liability by virtue of the late arrival of Merchandise.

(b) You shall have the right to meaningfully consult with Company regarding Company's preparation of artwork and designs to be used on the Merchandise, and you shall have the right to approve such artwork and designs, provided that such approval shall not be unreasonably withheld or delayed, and provided further that the giving of such approval shall not conflict with the scheduled sale date of the applicable items. Absent written rejection (with detailed reasons therefor) of artwork and designs by you within 72 hours of receipt, all artwork and designs prepared by Company shall be deemed approved. Notwithstanding the immediately preceding sentence, it shall not be deemed unreasonable for you to withhold approval in connection with a particular Merchandise design or product on the basis that the rights sought by Company in connection with such Merchandise design or product have been granted by you to a third party pursuant to paragraphs 3(b), 3(c) or 3(d); provided that, if applicable, you shall use best efforts to approve an alternate Merchandise design or product as provided to you by Company in accordance with this paragraph 9(b). All Album Artwork created pursuant to the Recording Agreement shall be deemed pre-approved by you for use by Company hereunder and shall not be deemed a cost to your account hereunder, and any artwork or designs heretofore approved by you or Artist for any other reason shall be deemed approved for Company's use pursuant to this agreement.

(c) Company (and its sublicensees) may use textual and/or pictorial matter pertaining to the Merchandise on promotional display and advertising material as may, in Company's (and its sublicensees') judgment, promote the sale of Merchandise.

(d) All matters relating to the placement of trademarks, notices, including UPC symbols and bar-coding, or disclosures deemed advisable by Company's attorneys shall be determined in Company's sole discretion.

(e) During the Merchandising Term, you shall supply Company with an up-to-date list of Artist's Tour Events setting forth the date, city, and venue capacity of any and all such Tour Events, with no less than four (4) weeks advance notice in respect of any Tour Event in the continental United States, and no less than six (6) weeks advance notice in respect of Tour Events outside of the continental United States. In addition, Artist shall provide Company with advance ticket counts prepared by the applicable venues at least one (1) week prior to each Tour Event. You shall notify Company within twenty-four (24) hours of the cancellation or postponement of any Tour Events of which Company has previously been advised. Notwithstanding the notice provisions of paragraph 15(d), Artist shall send such itineraries to Company by email to Matt Young at matt.young@wmg.com. In addition to the foregoing, if Artist fails, without cause, to perform, or fails to arrange for a substituted performance date, at any Tour Events for which Company has manufactured Merchandise without at least ten (10) days prior written notice and Company does not subsequently sell any such Merchandise by the end of the applicable tour cycle, Company shall have the right to require that you purchase from Company the inventory of such unsold Merchandise at Company's actual manufacturing cost and shipping costs therefor, which you shall do within ten (10) business days of Company's demand therefor or, at Company's discretion, to charge your account hereunder with such actual manufacturing and shipping costs. Notwithstanding the foregoing, Company shall use reasonable efforts not to incur any costs following receipt of any prior written notice from Artist of a cancellation of any Tour Event.

(g) If, at any time during the Merchandising Term, you want Company to cease exploiting any particular item(s) of Merchandise or previously approved designs, you may request that Company does so. If Company agrees to remove any such item(s) or Merchandise embodying the particular design(s), which Company shall have no obligation to do, as a condition of such removal, you shall be

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required to pay Company for all existing inventory of the Merchandise concerned at Company's tour supply rates. If you and Company mutually agree to a limited sell-off period for such inventory, Company shall be entitled to sell the Merchandise concerned at reduced prices, as Company may determine in its sole discretion, and shall pay you [REDACTED] (■%) of the otherwise applicable royalty rate with respect to the sale of such Merchandise.

10. **Termination / Force Majeure / Sell-Off Period.**

(a) Company shall be entitled to terminate the Merchandising Term for any reason whatsoever, including in the event that (i) a case is commenced under applicable bankruptcy, insolvency or other similar law, (ii) a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar appointee) is appointed, or (iii) an assignment for the benefit of creditors is made by or with respect to you or Artist.

(b) Company reserves the right, at its election upon notice to you, to suspend the operation of this agreement for the duration of any "force majeure" event (including any of the following contingencies), if by reason of any such contingency Company is materially hampered in the performance of its obligations under this agreement or its normal business operations are delayed or become impossible or commercially impracticable including the manufacture, distribution and/or sale of Merchandise: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers; shortage of materials; or any cause beyond Company's control. Any such suspension due to a labor controversy which involves only Company shall be limited to a period of six (6) months.

(c) Notwithstanding anything to the contrary contained in this agreement, Company shall be entitled for a period of six (6) months after the expiration or termination of the Merchandising Term hereof (the "**Sell-Off Period**") to continue to sell, on a non-exclusive basis and other than at Tour Events, existing Merchandise in accordance with the terms and conditions contained in this agreement. During the last month of the Merchandising Term, Company will not manufacture quantities of the Merchandise in excess of the amount Company reasonably expects to sell through the end of the Merchandising Term. Notwithstanding the foregoing, Company may manufacture sufficient quantities of the Merchandise during the Sell-Off Period in order to fulfill any outstanding orders received by Company prior to the expiration of the Merchandising Term. Company shall credit to your royalty account your regular royalty rate if such Merchandise is sold at full price. If such Merchandise is sold at an amount less than full price, but in excess of Company's actual manufacturing costs therefor, Company shall credit your royalty account with 20% of the amount by which Company's gross receipts from such sales of such Merchandise exceeds Company's manufacturing costs therefor in lieu of your regular royalty rate hereunder on such Merchandise. If such Merchandise is sold during the Sell-Off Period at a price less than Company's actual documented manufacturing costs therefor, no royalties shall be credited to your account in respect thereof. You may purchase from Company, at cost plus 10%, all unsold Merchandise, in lieu of permitting Company to exercise its sell-off rights; provided that no royalties shall be payable with respect to any Merchandise purchased by you pursuant to this provision. Within 30 days after the expiration of the Sell-Off Period, if any, Company shall supply you with a written report of the sales of Merchandise during the Sell-Off Period. With respect to any inventory remaining upon expiration of the Sell-Off Period, you shall have the option to purchase such product at manufacturing cost. No royalties shall be payable with respect to any Merchandise purchased by you pursuant to this paragraph.

11. **Ownership of Artwork.**

(a) All artwork created by Company or any of its agents and/or employees shall be the sole and exclusive property of Company, under copyright and otherwise. All artwork created by you shall be the sole and exclusive property of you, subject to Company's exclusive rights to use such artwork during the Merchandising Term. As used herein, "**artwork**" shall include all pictorial graphic, visual, audio, audio-visual, digital, literary, animated, artistic, dramatic, sculptural, musical or any other type of creations, whether finished or not. For the avoidance of doubt, Company owns and controls the Album Artwork subject only to the provisions of the Recording Agreement. You shall not be entitled to use any artwork created by or for Company for use hereunder at any time, subject to the provisions set forth below.

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(b) All artwork (including design mark(s) that comprise the Artist Name created hereunder shall be the sole and exclusive property of Company, provided that Artist shall retain the word mark rights to the Artist's Name. Artist shall retain ownership of any original artwork created by Artist.

12. **Warranties and Representations; Indemnities.**

(a) You warrant, represent and agree that:

(i) You and Artist have the right and legal capacity to enter into, execute and implement this agreement, and you and Artist are not subject to any prior obligations or agreements, whether as a party or otherwise, which would restrict or interfere in any way with the full and prompt performance of your obligations hereunder. You and Artist shall fulfill all of your obligations under this agreement in a timely manner;

(ii) Company shall not be required to make any payments of any nature for or in connection with the acquisition, exercise or exploitation of any of Company's rights hereunder, except as otherwise specifically set forth in this agreement. In this connection, you shall make any and all payments to Artist and/or any third parties which may be payable in connection with the use of any materials supplied by you or Artist hereunder;

(iii) Except as expressly set forth herein, neither you nor Artist shall, during the Merchandising Term, assign or otherwise permit Artist Identification Materials to be used by any other individual or group of individuals in connection with Merchandise without Company's prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. Subject to the rights granted by you to Company hereunder and except as otherwise permitted herein, you hereby warrant and represent that: (A) Artist is and shall be the sole owner of the Merchandising Rights and the rights in Artist Identification Materials, except to the extent such Artist Identification Materials were created by, or as a "work made for hire" for, Company; (B) no Person other than Company presently has any exclusive Merchandising Rights or the exclusive right to use the Artist Name or other Artist Identification Materials in connection with any Merchandise; (C) you and Artist have the authority to and hereby grant Company the exclusive right to use Artist Identification Materials in the Territory in accordance with all of the terms and conditions of this agreement; and (D) you will not permit Artist to use (and Artist shall not use) any professional name other than the Artist Name in connection with Merchandise during the Merchandising Term without Company's prior written consent, which may be withheld for any reason.

(iv) Without limiting the provisions of paragraphs 12(a)(i) through 12(a)(iii), (A) all artwork and other materials, ideas or other intellectual properties supplied by you and Artist hereunder are free from any and all liability and third party claims of any type, including claims of copyright or trademark infringement or violation of any contractual rights, rights of privacy or rights of publicity; and (B) Artist shall continue to perform and record throughout the Merchandising Term as the artist known professionally as "Cardi B" (or such other professional name that has been approved by Company);

(v) Artist is United States citizens and is at least eighteen (18) years of age;

(vi) You are a corporation. You are and at all times during the Merchandising Term shall be a corporation in good standing in the jurisdiction of your incorporation; and

(vii) You have a valid and enforceable agreement with Artist under which Artist has granted you the Merchandising Rights hereunder, and such agreement shall continue to be in full force and effect during the Merchandising Term. You agree to provide Company with a true copy of your agreement with Artist upon Company's request. During the Merchandising Term, you shall not waive, release or forfeit your rights with respect to Artist. You shall exercise all options provided to you by your agreement with Artist so as to enable you to fulfill your commitments hereunder, and you shall take all reasonable steps necessary or desirable to keep your agreement with Artist in full force and effect so that

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Company shall have the benefits of the Merchandising Rights hereunder as if Artist had contracted directly with Company. You shall cause Artist to execute and deliver to Company at the time of execution of this agreement Company's standard Artist Inducement Letter annexed hereto as Exhibit B-1.

(b) You shall and do hereby indemnify, save and hold Company and its parent, affiliates, divisions, successors, licensees and assigns and/or the officers, directors and employees of any of the foregoing (collectively, the "Company Indemnitees") harmless from any and all loss, damage and liability (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of: (i) any act or omission by you or Artist (or any of the Related Entities or your or their respective agents) or (ii) any inconsistency with, failure of or breach or threatened breach by you of any warranty, representation, agreement, undertaking or covenant contained in this agreement including any claim, demand or action by any third party in connection with the foregoing, which has resulted in a judgment or which has been settled with your consent. Notwithstanding the preceding sentence, (i) Company shall have the right to settle without your consent any claim involving sums of [REDACTED] (\$ [REDACTED]) or less, and this indemnity shall apply in full to any claim so settled, and (ii) if you do not consent to any settlement proposed by Company for an amount in excess of [REDACTED] (\$ [REDACTED]), Company shall have the right to settle such claim without your consent, and this indemnity shall apply in full to any claim so settled, unless you obtain a surety bond from a surety acceptable to Company in its sole discretion, with Company as a beneficiary, and such surety agrees unconditionally, in writing, to pay all costs, expenses, losses, damages, etc. (including court costs and reasonable attorneys' fees) incurred by the Company Indemnitees by reason of such claim. In addition to any other rights or remedies Company may have by reason of any such inconsistency, failure, breach, threatened breach or claim, Company may obtain reimbursement from you, on demand, for any payment made by the Company Indemnitees at any time after the date hereof with respect to any loss, damage or liability (including anticipated and actual court costs and reasonable attorneys' fees) resulting therefrom. Notwithstanding anything to the contrary herein, such amounts may also be deducted from all monies becoming payable under this agreement or any Artist Agreement to the extent to which they have not been reimbursed to Company by you. If the amount of any such claim or loss has not been determined, Company may withhold from monies otherwise payable under this agreement or any Artist Agreement in an amount consistent with such claim or loss pending such determination unless you post a bond in a form and from a bonding company acceptable to Company in an amount equal to Company's estimate of the amount of the claim, demand or action. If no action is filed within one (1) year following the date on which such claim was first received by Company and/or its licensees, Company shall release all sums withheld in connection with such claim, unless Company, in its reasonable business judgment, believes that such an action may be instituted notwithstanding the passage of such time. Notwithstanding the foregoing, if after such release by Company of sums withheld in connection with a particular claim such claim is reasserted, then Company's rights under this paragraph shall apply in full force and effect. Company shall give you notice of any third-party claim, demand or action to which the foregoing indemnity applies and you shall have the right to participate in the defense of any such claim, demand or action through counsel of your own choice and at your expense; provided that, Company shall have the right at all times, in its sole discretion, to retain or resume control of the conduct thereof.

(c) Company represents and warrants that: (i) it is a corporation duly organized under the laws of the State of Delaware; (ii) it has full power and authority to enter into this agreement and perform its obligations herein; and (iii) all materials supplied by Company which have not been furnished by or on behalf of you or Artist are owned by Company free from any liability and third party claims, including claims of copyright or trademark infringement.

(d) Company agrees to hereby indemnify, save and hold you and your affiliates, designees, successors, licensees and assigns (and/or the officers, directors and employees of any of the foregoing) harmless from any loss, damage and liability (including court costs and reasonable attorney's fees) arising out of any claim, demand or action inconsistent with any warranty, representation or agreement made or assumed by Company hereunder which has resulted in an adverse judgment or been settled with Company's written consent or in connection with Company's rights hereunder.

13. **Insurance / Protection of Property.**

(a) During the Merchandising Term, you shall obtain and maintain at all times hereunder, at your sole expense, standard Errors and Omissions Insurance naming Company, its parents, subsidiaries, directors, officers, employees, partners, licensees and affiliates as named insureds, with coverage of [REDACTED] (\$ [REDACTED]) for each claim and [REDACTED] (\$ [REDACTED]) in the aggregate, and covering claims arising in connection with the exploitation of the Merchandising Rights granted hereunder. Such insurance shall not be cancelled or modified without Company's prior written consent. You shall deliver to Company upon execution of this agreement evidence satisfactory to Company of such insurance coverage in the form of a valid insurance certificate.

(b) During the Term, Company shall maintain adequate insurance in connection with its merchandising activities.

(c) You agree to assist Company to the extent necessary in the procurement of any protection or to protect any of Company's Merchandising Rights and rights to Artist Identification Materials. In furtherance of the foregoing, you shall notify Company in writing of any infringement by others of the Merchandising Rights, Artist Identification Materials, Merchandise or articles similar to those covered by this agreement which may come to its attention. Company will bear all costs of any actions it brings to prosecute any infringer of the rights granted to Company under this agreement and Company will pay to you [REDACTED] (%) of any monetary recovery resulting therefrom, after first deducting therefrom all of the costs and expenses (including attorneys' fees) incurred by Company in connection with the conduct and settlement of such action.

(d) Notwithstanding anything to the contrary expressed or implied herein, [REDACTED] percent ([REDACTED]%) of the costs (including attorneys' fees) of enforcement of restraining orders, injunctions or seizure orders, including by way of example, but not limited to, fee charges by marshals, other law enforcement personnel or security personnel for bootleg security on tour, shall be paid by you, and if Company chooses to pay any such costs directly, you agree to reimburse Company, upon demand, for your share of such costs.

14. **Confidentiality.** Both parties shall keep the terms of this agreement confidential and will not deliberately disclose information regarding but not limited to royalties and sales of Merchandise, other than to agents, employees and representatives as necessary for the performance of the obligations herein.

15. **Miscellaneous.**

(a) This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous and contemporaneous discussions, negotiations, covenants, agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this agreement. No modification, amendment, waiver, termination or discharge of this agreement shall be binding upon Company unless confirmed by a written instrument signed by an authorized officer of Company, or binding upon you unless confirmed by a written instrument signed by you or your representative. A waiver by either you or Company of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. Except as otherwise specifically set forth in this agreement, all rights, options and remedies in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, option or right available to Company or to you. Each and every provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise unenforceable, that shall not impair the operation or effect of any other portion of this agreement, and this agreement shall be deemed modified, but only to the extent necessary to make the provision enforceable. The headings of the paragraphs hereof are for convenience only and shall not be deemed to in any way affect the scope,

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meaning or intent of this agreement or any portion thereof. The term "include," "including" or "e.g." wherever used in this agreement shall mean "include without limitation" or "including without limitation" unless expressly otherwise indicated. All accountings and payments required herein, all recoupments or other recoveries permitted herein, and all grants and all warranties made herein, shall survive and continue beyond the expiration or earlier termination of this agreement. You shall not be entitled to recover damages or to terminate the Merchandising Term by reason of any breach by Company of its material obligations, nor shall Company otherwise be deemed in default or breach of this agreement by reason of any such breach, unless Company is given notice thereof and same is not cured within thirty (30) days after receipt of such notice. You shall not be deemed to be in default or breach of this agreement unless you are given notice thereof and same is not cured within thirty (30) days after such notice; provided that the foregoing shall not be applicable to any breach, alleged breach or threatened breach for which a cure period is already provided in this agreement. If you claim that additional monies are payable to you hereunder, Company shall not be deemed in material breach of this agreement unless such claim is reduced to a final judgment by a court of competent jurisdiction. In entering into this agreement, you and Artist have and shall have the status of independent contractors. Nothing herein contained shall contemplate or constitute you or Artist as Company's agents or employees, and nothing herein shall constitute a partnership, joint venture or fiduciary relationship between you and Company. The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this agreement and have contributed to its revision; (ii) the rule of construction that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this agreement; and (iii) the terms and provisions of this agreement shall be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this agreement.

(b) You hereby recognize that the exploitation of the Merchandising Rights hereunder is speculative and agree that the judgment of Company with regard to any matter affecting the manufacture, sale or distribution of Merchandise hereunder, and the exploitation of Artist Identification Materials hereunder, shall be binding and conclusive upon you and Artist.

(c) Company, may, at its election, assign this agreement or any or all of its rights or obligations hereunder. This agreement is personal to you and Artist, and neither you nor Artist shall have the right to assign this agreement or any of your or Artist's rights or obligations hereunder; provided that, you may assign your rights under this agreement to a corporation, all of whose capital stock is owned solely by you or Artist, provided: (A) you have delivered to Company an instrument signed by you and Artist and any other required person satisfactory to Company in its sole discretion effecting the assignment and the assignee's assumption of your and Artist's obligations, and Company has executed that instrument to evidence Company's approval of it; (B) no such assignment relieves you or Artist of your or Artist's obligations under this agreement; and (C) such assignee agrees that any further assignment is subject to the same conditions as set forth in this paragraph. Any actual or attempted assignment of this agreement or any interest in this agreement by you or Artist in violation of this paragraph shall be null, void and of no effect.

(d) All notices required to be given to Company shall be sent to Company at its address set forth above, and all royalties, royalty statements and payments shall be sent to you at your address set forth in paragraph 7 and any and all notices to you shall be sent to you at your address set forth above, or such other address as each party may hereafter designate by notice in writing to the other. All notices sent under this agreement shall be in writing and, except for royalty statements, shall be sent by overnight mail, or registered or certified mail, return receipt requested, and the day of mailing of any such notice shall be deemed the date of the giving thereof (except notices of change of address, the date of which shall be the date of receipt by the receiving party). All notices to Company shall be sent to the attention of: (i) Matt Young and (ii) the Executive Vice President, Business and Legal Affairs. Company shall undertake to send a copy of each notice to The Law Offices of Richard Joseph, 8383 Wilshire Boulevard, Suite 341, Beverly Hills, California, 90211, Attention: Richard N. Joseph, Esq., but Company's failure to send any such copy shall not constitute a breach of this agreement or impair the effectiveness of the notice concerned.

(e) THIS AGREEMENT IS ENTERED INTO IN THE STATE OF NEW YORK AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS TO BE WHOLLY PERFORMED THEREIN (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES UNDER NEW YORK LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THE PARTIES AGREE THAT ANY ACTION, SUIT, OR PROCEEDING BASED UPON ANY MATTER, CLAIM OR CONTROVERSY ARISING HEREUNDER OR RELATING HERETO SHALL BE BROUGHT SOLELY IN THE STATE COURTS OF OR THE FEDERAL COURT IN THE STATE AND COUNTY OF STATE OF NEW YORK AND COUNTY OF NEW YORK CITY; EXCEPT THAT IN THE EVENT COMPANY IS SUED OR JOINED IN ANY OTHER COURT IN RESPECT OF ANY MATTER WHICH MAY GIVE RISE TO A CLAIM BY YOU HEREUNDER, YOU CONSENT TO THE JURISDICTION OF SUCH COURT OVER ANY CLAIM WHICH MAY BE ASSERTED BY YOU THEREIN. YOU IRREVOCABLY WAIVE ANY OBJECTION TO THE VENUE OF THE ABOVE-MENTIONED COURTS, INCLUDING ANY CLAIM THAT SUCH ACTION, SUIT OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. ANY PROCESS IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY, AMONG OTHER METHODS PERMITTED BY LAW, BE SERVED UPON YOU OR ARTIST BY DELIVERING OR MAILING THE SAME IN ACCORDANCE WITH THIS AGREEMENT.

(f) This agreement shall not become effective until executed by all parties.

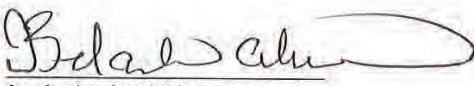
Very truly yours,

ATLANTIC RECORDING CORPORATION

By 
An Authorized Signatory 

ACCEPTED AND AGREED:

WASHPOPPIN, INC.

By 
An Authorized Signatory

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EXHIBIT 1

Artist Inducement Letter to the Agreement dated as of September 28th, 2016
between ATLANTIC RECORDING CORPORATION and WASHPOPPIN, INC.

Atlantic Recording Corporation
1633 Broadway
New York, New York 10019

Gentlepersons:

Reference is made to the agreement between me and Washpoppin, Inc. ("**Grantor**") pursuant to which Grantor is exclusively entitled to my merchandising rights ("**my Merchandising Rights**") (the "**Artist /Grantor Merchandising Agreement**"). Reference is further made to the agreement between Grantor and you dated as of September 28th, 2016 pursuant to which Grantor granted you exclusive the right to exploit my Merchandising Rights (the "**Merchandising Agreement**"). Capitalized terms herein which are used but not otherwise defined herein shall have the meanings ascribed to them in the Merchandising Agreement. In order to induce you to execute the Merchandising Agreement (it being to my benefit that you execute same) and to pay good and valuable consideration inuring to my benefit under the Merchandising Agreement, I hereby agree as follows:

1. I warrant and represent that: (a) I have read this Artist Inducement Letter ("**this agreement**"), the Artist /Grantor Merchandising Agreement and the Merchandising Agreement carefully. Prior to my execution of this agreement and the Artist /Grantor Merchandising Agreement and prior to execution by you and Grantor of the Merchandising Agreement, I have had the opportunity to consult independent counsel of my own choice for the purpose of having the legal effect of each of the provisions contained in this agreement, the Artist /Grantor Merchandising Agreement and the Merchandising Agreement explained to me, and I have either so consulted such independent counsel or knowingly and voluntarily waived my right to do so; (b) I understand that this agreement and the Artist /Grantor Merchandising Agreement are legally binding documents and that I am bound by the provisions contained in this agreement and the Artist /Grantor Merchandising Agreement; and (c) I assent to the execution of the Merchandising Agreement, agree to be bound by all grants, restrictions, and other provisions of the Merchandising Agreement relating to me and affirm all warranties and representations in the Merchandising Agreement which relate to me including those in paragraph 12 of the Merchandising Agreement.

2. I hereby guarantee, absolutely and unconditionally, the full performance by Grantor of all of the obligations of Grantor in the Merchandising Agreement relating to my Merchandising Rights and the monies and other consideration derived therefrom. I agree to perform for your benefit all of the obligations which were granted by Grantor to you in the Merchandising Agreement and/or were granted by me to Grantor in the Artist /Grantor Merchandising Agreement. I further grant to you all of the rights and remedies relating to my Merchandising Rights and the monies and other consideration derived therefrom which were granted by Grantor to you in the Merchandising Agreement and/or were granted by me to Grantor in the Artist /Grantor Merchandising Agreement and you shall have the right, in addition to any other remedies available to you at law or in equity or by reason of this agreement, the Artist/Grantor Merchandising Agreement and/or the Merchandising Agreement, to specifically enforce the provisions of the Merchandising Agreement and/or Artist /Grantor Merchandising Agreement against me directly.

3. I shall not, during the Merchandising Term, assign or otherwise permit my professional name (the "**Artist Name**"), or any other professional name(s) utilized by me, to be used by any other individual or group of individuals without your prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. I hereby warrant and represent that: (i) I am and shall be the sole owner of the Artist Name and all other professional names used by me in connection with my Merchandising

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Rights; (ii) no Person other than you has, or shall have, the right to use such names or any other Artist Identification Materials or to permit such names or Artist Identification Materials to be used in connection with my Merchandising Rights at any time during the Merchandising Term; and (iii) I will not use any professional name other than the Artist Name during the Merchandising Term without your prior written consent, which may be withheld for any reason. If any Person challenges my right to use a professional name (including the Artist Name), or if you determine in your reasonable good faith discretion that any such professional name (including the Artist Name) is not available for use by you hereunder in any portion of the Territory or that its availability in any portion of the Territory is in question, then I shall, at your request, promptly designate another professional name to be used by me, such other professional name to be subject to your prior written consent; upon your written consent to any such professional name, such name shall be deemed to be the Artist Name for purposes of this agreement and the Merchandising Agreement.

4. (a) If for any reason: (i) Grantor fails or refuses to perform its obligations to you pursuant to the Merchandising Agreement or Grantor ceases to be entitled to my Merchandising Rights sufficient to provide you with my Merchandising Rights; (ii) I fail or refuse to perform my obligations to Grantor pursuant to the Artist /Grantor Merchandising Agreement; (iii) any dispute arises between me and Grantor with respect to Grantor's entitlement to my services pursuant to the Artist /Grantor Merchandising Agreement or my willingness to perform for Grantor pursuant to the Artist /Grantor Merchandising Agreement; (iv) any party asserts, claims or otherwise takes the position that the Merchandising Agreement and/or Artist /Grantor Merchandising Agreement is terminated, rescinded, void, voidable or invalid in any way; (v) Grantor dissolves, liquidates or otherwise ceases to exist, or (vi) any of the other events described in paragraph 12(a) of the Merchandising Agreement occurs, I shall fully comply with and perform under this agreement and, in addition, you shall have the right, but not the obligation, at your sole election (to which I irrevocably consent), to require that I directly grant to you my Merchandising Rights and otherwise fulfill the obligations of Grantor under the Merchandising Agreement. If you exercise your right pursuant to this paragraph 4 to require that I directly grant to you my Merchandising Rights and otherwise fulfill the obligations of Grantor under the Merchandising Agreement, I agree that: (A) I shall grant you my Merchandising Rights and otherwise fulfill the obligations of Grantor under the Merchandising Agreement, as if I were substituted for Grantor as a party to the Merchandising Agreement as modified pursuant to this paragraph 4; (B) I shall be deemed to have entered into the Merchandising Agreement with you as of the effective date of the Merchandising Agreement on all of the terms and conditions of the Merchandising Agreement as modified pursuant to this paragraph 4; and (C) the terms of the Merchandising Agreement shall be fully enforceable against me notwithstanding the occurrence of any of the events specified in paragraphs 4(a)(i) through (vi) herein.

(b) If, notwithstanding the occurrence of any of the events listed in paragraph 12(a) of the Merchandising Agreement under applicable law the Merchandising Agreement does not terminate and instead remains in effect, then within ten (10) days of the occurrence of any such event, I shall file or cause to be filed a motion to compel Grantor to assume or reject the Artist Merchandising Agreement pursuant to section 365 of the Bankruptcy Code (or the legal equivalent of assumption or rejection pursuant to section 365 of the Bankruptcy Code under any other present or future federal or state, statute, law or regulation, or other applicable domestic or foreign (i.e., non-U.S.) bankruptcy, insolvency, receivership, winding-up or similar statute, law or regulation). Furthermore, I shall provide my support, in writing or as otherwise requested by you, to compel the assumption or rejection of the Merchandising Agreement.

5. In the event of an actual or alleged default or breach by Grantor in performing any of its obligations under the Artist / Grantor Merchandising Agreement, I shall send Grantor specific notice by registered or certified mail, return receipt requested, of the nature of such actual or alleged default or breach and, simultaneously therewith, duplicate notices, in the same manner, to you at 1633 Broadway, New York, NY 10019, Attention: Executive Vice President, Business and Legal Affairs.

6. With the exception of any monies due to me as a result of any exercise of your rights pursuant to paragraph 4 herein, I agree that I shall look solely to Grantor for the payment of all Merchandising royalties and that you shall have no responsibility to me therefor whatsoever, and that I shall not assert any claim in this regard against you.
7. I may not assign this agreement or the Merchandising Agreement or the Artist /Grantor Merchandising Agreement, or assign or delegate any rights, privileges or obligations hereunder or under the Merchandising Agreement or the Artist /Grantor Merchandising Agreement, in whole or in part, without your prior written consent. Any actual or attempted assignment of this agreement, the Merchandising Agreement and/or the Artist /Grantor Merchandising Agreement or any interest in any such agreement by me in violation of this paragraph shall be null, void and of no effect.
8. I warrant and represent that I am a United States citizen, that I have the right and power to enter into this agreement and to fully perform for you pursuant to this agreement, the Artist /Grantor Merchandising Agreement and those provisions of the Merchandising Agreement relating to me, that I have the right to grant you all of the rights granted in the Artist /Grantor Merchandising Agreement, in this agreement and those provisions of the Merchandising Agreement relating to me, and that none of this agreement, the Artist /Grantor Merchandising Agreement or those provisions of the Merchandising Agreement relating to me or any performance of mine thereunder shall be in violation of the rights of any other Person. I acknowledge that you would not have entered into the Merchandising Agreement without my execution of this agreement and, therefore, I warrant, represent and agree that I have not entered into (nor will enter into) any contract or commitment in conflict with any of the provisions of this agreement, the Artist /Grantor Merchandising Agreement or the Merchandising Agreement or that might interfere with or impair your rights under this agreement or the Merchandising Agreement. This agreement cannot be amended, modified, waived or canceled, in whole or in part, except by a written instrument signed by an authorized officer on your behalf. Any provision of this agreement which imposes an obligation following the termination or expiration of this agreement shall survive such termination or expiration and shall continue to be binding upon the parties to this agreement. The term "include," "including" or "e.g." wherever used in this agreement shall mean "include without limitation" or "including without limitation" unless expressly otherwise indicated. Each and every provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise unenforceable, that shall not impair the operation or effect of any other portion of this agreement, and this agreement shall be deemed modified, but only to the extent necessary to make the provision enforceable. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. Neither the expiration nor any other termination of this agreement, the Merchandising Agreement or the Artist /Grantor Merchandising Agreement shall affect your right to my Merchandising Rights under this agreement, the Artist /Grantor Merchandising Agreement or Merchandising Agreement or alter any of your rights or privileges and/or any warranty or undertaking on my part in connection with my Merchandising Rights or monies or other consideration derived therefrom. No delay on your part in exercising any right or remedy in connection with this agreement shall constitute a waiver of your rights against me; the failure by you to give notice or demand to me in connection with either any of your rights or remedies under this agreement or any failure by me to comply with my obligations under this agreement shall not be deemed a waiver of my obligations or of your right to take further action without notice or demand to me. No failure by you to keep or perform any term, covenant or condition of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition of this agreement, nor constitute a waiver of the term, covenant or condition itself. No failure by you to exercise any of your rights granted by this agreement shall operate as waiver of those rights or any other rights or remedies. Your exercise of any of your rights and remedies under this agreement is not conditioned upon your pursuit of any remedy you may have against Grantor or any other Person. The parties hereto acknowledge and agree that: (a) each party and its counsel reviewed and negotiated the terms and provisions of this agreement and have contributed to its revision; (b) the rule of construction that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this agreement; and (c) the terms and provisions of this agreement shall be construed fairly as to all

parties, regardless of which party was generally responsible for the preparation of this agreement.

9. I shall and do hereby indemnify, save and hold you, your parents; affiliates, divisions, successors, licensees and assigns and the officers, directors and employees of any of the foregoing (collectively, the "Indemnitees") harmless from any and all loss, damage and liability (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of: (a) any act or omission by Grantor or me (or any of our respective agents); or (b) any inconsistency with, failure of, or breach or threatened breach by me of any warranty, representation, agreement, undertaking or covenant contained in this agreement, the Artist /Grantor Merchandising Agreement or the Merchandising Agreement insofar as such provisions apply to me. My liability under the aforesaid assent and agreement to be bound, guarantee and indemnify is direct and immediate and not conditioned or contingent upon the pursuit by the Indemnitees of any remedy you or they may have against me and/or Grantor.

10. Intentionally Omitted.

11. To the extent any provision of this agreement conflicts in any way with any provision of the Artist /Grantor Merchandising Agreement, the provisions of this agreement shall be controlling.

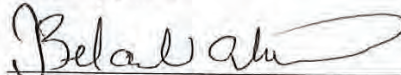
12. **THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.** I agree to submit to the sole and exclusive jurisdiction of the federal or state courts located in New York County in any action which may arise out of this agreement and all matters related thereto and such courts shall have exclusive jurisdiction over all disputes between you and Grantor and/or me pertaining to this agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of New York arising out of any claim, dispute or disagreement under this agreement and all matters related thereto may, among other methods, be served upon me by delivering or mailing the same, via registered or certified mail, addressed to me at the following address:

To: Richard N. Joseph, Esq: The Law Offices of Richard Joseph, 8383 Wilshire Boulevard, Suite 341, Beverly Hills, California, 90211.

Any such delivery or mail service shall be deemed to have the same force and effect as personal service upon me within the State of New York. Nothing contained in this paragraph 12 shall constitute a waiver of any other remedies available to you or preclude you from joining Grantor or me in an action brought by another Person against you in any jurisdiction, although your failure to join Grantor or me in any such action in one instance shall not constitute a waiver of any of your rights with respect thereto, or with respect to any subsequent action brought by another Person against you.

If the foregoing is in accordance with your understanding, please sign below.

Very truly yours,



BELCALIS ALMANZAR

Social Security #: 115-80-7551

p/k/a "Cardi B"

ACCEPTED AND AGREED TO:

ATLANTIC RECORDING CORPORATION

By:  

An Authorized Signatory

WASHPOPPIN, INC.

By: 

An Authorized Signatory

EXHIBIT J

EXHIBIT 2



RECORDING AGREEMENT

This is an Agreement ("Agreement") dated as of October 17, 2016, between KSR Group, LLC ("we" "us"), whose address is 244 fifth Avenue, Suite K261, New York, NY 10001, and Belcalis Almanzar p/k/a Cardi B ("you", "your"), whose address is: 1222 Nelson Ave, 2 Floor, Bronx, NY 10452 whereby you agree to render your services exclusively to us as a recording artist for the Term hereof throughout the universe (the "Territory"). Until such time as a more formal agreement is entered into between the parties the terms and conditions of this Agreement shall govern and be a binding and enforceable contract between you and us. More particularly:

1. **Distribution Agreement:** We shall have the exclusive right during the Term to solicit a recording agreement with third party record label (the "Distributor") pursuant to which we shall have the right to (i) deliver recordings to the Distributor for distribution through all channels of trade throughout any and all territories throughout the world; and/or (ii) furnish your exclusive services as a recording artist in the music industry to the Distributor, and otherwise assign all of our rights under this Agreement to Distributor (the agreement with the Distributor and us is referred to herein as the "Distribution Agreement"). Upon our entering into a Distribution Agreement, then notwithstanding anything to the contrary contained in this Agreement it is of the essence that you agree to the following:

(i) the Term hereof shall be deemed extended to be co-extensive with the term of the Distribution Agreement, plus an additional one hundred and twenty (120) days;

(ii) you shall comply with all of the terms and conditions of this Agreement and the Distribution Agreement to enable us to fulfill all of our obligations under the Distribution Agreement. We shall provide you with a copy of the Distribution Agreement promptly following its execution and shall meaningfully consult with your attorney during the negotiation of the Distribution Agreement regarding the terms that pertain to you.

(iii) you hereby agree to duly execute any letters of inducement and any other documents necessary or desirable to effectuate the terms of this Agreement or of the Distribution Agreement that may be required by the Distributor or us.

(iv) in the event of any inconsistency between the definitions in this Agreement and the definitions contained in the Distribution Agreement (if applicable), then the definitions of the Distribution Agreement shall control.

2. **Term/Recording/Delivery Commitment:** The Initial Term of this Agreement shall commence on the date hereof and continue for a period of twelve (12) months from date you deliver to us a minimum of two (2) recordings that are commercially and technically acceptable. You grant us six irrevocable and consecutive options to extend the Term hereof and you will deliver one additional Album to us during each option period. The first Option Period shall be deemed to commence upon expiration of the Initial Term. Each option period thereafter will be deemed to have been automatically exercised by us on the date (the "Option Date") occurring one year after our release in the United States of the immediately preceding Album in accordance with all of the terms and conditions hereof. Each such option shall be deemed automatically exercised by us as of the Option Date unless we notify you in

writing (the "Non-Exercise Notice") that we do not wish to exercise the option concerned. In addition, we may notify you in writing (the "Termination Notice") that we wish to terminate the term of this agreement. Also, if you do not deliver an Album to us in accordance with all of the terms and conditions hereof in any two-year period, we will have the right to terminate the term of this agreement by written notice to you. If we send you a Non-Exercise Notice or Termination Notice or we terminate the term pursuant to the preceding sentence or as otherwise provided herein, the term will end on the earlier of the next Option Date or the date set forth in the notice concerned, and we will have no liability to you for any undelivered Albums. If we do not send you a Non-Exercise Notice, Termination Notice or Non-Delivery Notice, the term will end nine months after we release the last option Album hereunder (i.e., the fifth Album under this agreement). To be clear, if we exercise all of our options you will record and deliver a minimum total of seven (7) Albums, or six (6) Albums and one EP; provided, that we may elect to reduce your minimum recording commitment to Delivery of an EP rather than an Album in any Option Period, in which event the applicable Option Period will continue until one (1) year after the commercial release of the EP in the United States. You shall Deliver to us one Album not later than four (4) months from the commencement of each Option Period. We shall have the right to suspend any term of this Agreement if you fail or refuse to comply with any material term contained herein. We shall have the right to extend the Initial Term for a period of up to 120 days if we have commenced good faith negotiations with a Distributor for the purpose of entering into a Distribution Agreement. We shall be deemed to have commenced good faith negotiations if we have received a written offer from a Distributor to enter into a Distribution Agreement during the Initial Term.

3. **Sharing of Royalties/Advances from Distributor/Advances:** If we enter into a Distribution Agreement we shall instruct the Distributor to account to you directly for fifty (50%) percent of all net advances and royalties otherwise payable to us pursuant to the Distribution Agreement. You shall be subject to all of the same provisions affecting us in connection with royalties accounted to us by Distributor

4. **Royalties from Our Exploitation of "Revenue Pool Products":** Provided you are not in breach of this Agreement, and solely with respect to initial Recordings and Videos ("Revenue Pool Products") we exploit (as opposed to the exploitation recordings by a Distributor pursuant to a Distribution Agreement), we shall account and pay to you the royalties as described and defined in the attached Exhibit "1", incorporated herein by this reference.

5. **Revenue Share:** You shall account and pay to us 25% (our "Revenue Share") of all compensation earned by you in Entertainment Industry resulting from any agreements substantially negotiated during the Term of this Agreement or within 6 months following the end of the Term, including live concert performances, merchandising, endorsements, songwriting, music publishing (but music publishing and songwriting is excluded in the event we acquire music publishing rights from you), record producing, scripted and non-scripted television performances, dramatic acting, any exploitation of Artist's name or likeness in any capacity or for any reason ("Gross Compensation"). In calculating our share of Gross Compensation, the following will be excluded: a total of up to 25% of Gross Compensation in the aggregate for personal management, business management, talent agent, broker, commissions or fees; and except with respect only to Gross Compensation from live touring revenues, a total of up to 35% of Gross Compensation in the aggregate for all such commissions or fees; provided, however, that our share of your Gross Compensation

from touring and all live music performances will be subject to a floor of not less than 10% of Gross Compensation from such activities. The Revenue Share is inclusive of any sums payable to the Distributor in connection with your activities in the Entertainment Industry.

(a) You shall account the Revenue Share to us as and when you are paid, or credited with, Gross Compensation during and after the Term hereof pursuant to (i) any and all contracts, engagements and commitments entered into or negotiated during the Term hereof (other than this agreement); including, any and all extensions, additions, substitutions, renewals, replacements, modifications and amendments of all such contracts, engagements and commitments; and, (ii) any and all judgments awards, settlements, payments, damages and proceeds relating to any suits, claims, actions, proceedings or arbitration proceedings arising out of alleged breach, non-performance or infringement by others of any of the contracts, engagements, commitments, other agreements or rights referred to in subparagraph (i), above.

(b) Promptly upon our entering into a Distribution Agreement, you shall appoint a business manager that is experienced in the entertainment industry who will be authorized and directed to pay the Revenue Share to us per the terms hereof as and when you receive, or are credited with, Gross Compensation. The Revenue Share shall be accounted and paid to us promptly, but not later than thirty (30) days, after you are paid or credited with Gross Compensation. The assignment to us of the Revenue Share is irrevocable and is intended to create an agency coupled with an interest. You shall submit Letters of Direction to any third party with whom you may expect to receive Gross Compensation in connection with any contracts and engagements in the Entertainment Industry instructing such party to pay the Revenue Share to us directly on your behalf. Should you, or anyone with whom you enter into an agreement and engagement in the Entertainment Industry fail to account and pay us the Revenue Share in connection with Gross Compensation, we shall, in addition to any other remedies, all of which are reserved, have the right to deduct the unpaid Revenue Share from any monies due to you under this, and any other agreement between you and us.

(c) The term "Entertainment Industry" shall include any and all branches of such fields now existing or hereafter developed, conceived, or used, including, but without limiting the generality of the foregoing, the following: motion pictures, free and pay television, home video, theatrical engagements, legitimate stage, personal appearances, concerts, public appearances in places of amusement and entertainment, video games and devices, record production, music and literary publishing and songwriting, radio, and the use and licensing of your name(s), likeness and/or talent for purposes of merchandising, commercial exploitation, advertising and/or trade.

(d) Except for money payable to you by us under this and any other agreement between us, the term "Gross Compensation" shall include all forms of income derived from your professional career in the Entertainment Industry, and paid or credited to you without deductions, except as may otherwise be provided herein, including, but without limiting the foregoing, the total compensation, salaries, earnings, fees, royalties, advances, residuals, repeats and/or re-run fees, bonuses and the total amount paid for any endorsements, or any entertainment package or package program, live or recorded, earned and received, directly by you, and your heirs, executors, administrators or assigns, or any other person, firm or corporation in your behalf, or in which you have an interest of any kind.

(e) The terms "engagements", "contracts", "agreements", and "employment" shall

include any and all engagements, contracts, agreements or employment of any kind whatsoever entered into during the Term hereof, or substantially negotiated during the Term hereof, which relate in any way to your activities in the Entertainment Industry.

(f) We may conduct audits to verify the accuracy of your books and records in respect of Gross Compensation and your accountings to us. Any audit conducted by us will be at your usual place of business or wherever your books and records are kept, and during usual business hours. Timely payment of the Revenue Share is of the essence of this Agreement and we may, in addition to and not in limitation of, among other remedy available to us, suspend the Term of this Agreement in the event you fail to remit the Revenue Share to us, until such time as remittance is made.

(g) You will use your best efforts to ensure that all agreements in connection with your activities in the Entertainment Industry shall otherwise irrevocably instruct and direct all Persons with whom you are contracting with to account and pay the Revenue Share directly to us, at the same times as you are accounted to with respect to the Entertainment Activity concerned, and subject to the same conditions. You shall also use best efforts to cause each such third party agreement to provide that we will have the same right to examine the applicable Person's books and records relating as apply to your audit rights. You shall sign any documents as we may reasonably request to effectuate and secure our rights under this paragraph.

6. **Music Publishing:** Provided we secure a Distribution Agreement, you and your music publishing entity, any company or person controlled by you, shall assign to our music publishing affiliate an undivided fifty percent (50%) interest of your entire interest, and the sole and exclusive right to administer our share of your rights granted there under for the length of copyright throughout the world, in each and every musical composition ("Compositions" and each a "Composition") written by you during the Term hereof (which shall include the Distribution Term as well), as well as any musical composition written by you and embodied on an Existing Master or Video, referenced in paragraph 9, below, and otherwise embodied on any recording released by us or Distributor. You and we agree to enter into a more formal Co-Publishing agreement incorporating the terms hereof, but until such time, if ever, that the parties enter into such more formal agreement, it is agreed that: (1) we are the sole and exclusive administrator of your and our copyright interest in the Compositions throughout the world for the length of copyright; (2) we shall account 75% of all income and revenues from the sales and exploitations of the Compositions, except that your publisher share of public performance royalties shall be 50% thereof; and (3) we may deduct actual administration fees and other third party charges such as subpublisher fees from amounts due to you hereunder.

7. **Re-Recording Restrictions:** During the Term of this Agreement you will not perform for the purpose of making phonograph records for any person, firm or corporation other than us. During a period of five years after the expiration or termination of this Agreement you will not perform any selection recorded hereunder for any other person, firm or corporation for the purpose of making phonograph records, or including such recorded performances in the soundtrack of a audio visual production of any kind, including, but not limited to motion pictures, television programs, and music videos.

8. **Our Rights in Masters/Videos:** All of the audio and audiovisual recordings ("Records" and "Recordings") made by you pursuant to this Agreement, including the Initial Recordings, Existing Masters and Audiovisual Recordings referenced in paragraph 9A, (each individually a "Master," and

collectively the "Masters", or "Video" and collectively "Videos" depending on the context) and all rights therein (including, without limitation, all copyrights) shall be owned solely and exclusively by us throughout the Territory in perpetuity, as works-made-for-hire within the meaning of the U.S. Copyright Act, and we shall have the right to exploit same by any means now known or hereafter devised, and to authorize others to do any or all of the foregoing. To the extent the Masters or Videos or any part of them are ever deemed not to be "works-made-for-hire" owned solely by us, then you hereby irrevocably and exclusively grant to us all rights in the Masters and Videos (including, without limitation, all copyrights therein, but excluding the copyrights in the underlying musical compositions unless assigned per the provisions of paragraph 6, above) throughout the Universe in perpetuity, and all extensions, renewals and reversions thereof. In the event we exploit such Masters and Videos (as opposed to exploitation of Records and Masters by Distributor), we shall account and pay you royalties set forth in Exhibit "1".

9. **Existing Master Recordings and Audiovisual Recordings:** Set forth on the attached Exhibit "2" is a list of Existing Masters and Videos which shall be deemed Masters and Videos hereunder pursuant to which we shall have all of the rights we are otherwise entitled to hereunder in connection with Masters and Videos, including, but not limited to, copyright ownership thereto as set forth in paragraph 8, above; and your warranties and representations shall also extend to the Existing Masters and Videos. To the extent the Existing Masters and Videos, or any part of them, are ever deemed not to be "works-made-for-hire" owned solely by us per the provisions of paragraph 8 above, then you hereby irrevocably and exclusively assign and grant to us all rights under copyright, excluding the underlying musical compositions, in the Existing Masters and Videos (including, without limitation, all copyrights) throughout the universe in perpetuity, and all extensions, renewals and reversions therein.

10. **Your Name and Likeness:** We shall have the right in perpetuity throughout the Territory to use, and to permit others to use your name (both legal and professional) and approved likeness and approved biographical material concerning you for advertising and purposes of trade, and otherwise without restriction, in connection with the exploitation of phonograph records. We shall have the further right to refer to you by your professional name, as our exclusive recording artist, and you shall, in your activities in the entertainment field. During the term of this Agreement you shall not authorize your legal or professional name or your likeness to be used in connection with the advertising or sale of phonograph records other than those approved by us.

11. **We Will Send You Statements:** Statements as to royalties payable to you hereunder shall be sent by us to you within ninety (90) days following the end of each semi-annual accounting period ending December 31st and June 30th during which we receive revenues in connection with the exploitation of Records, Videos, Controlled Compositions, and any of our rights hereunder, whether from Distributor or otherwise. We will provide you with a true copy of each royalty/sales statement which we receive from our Distributor with each royalty statement rendered by you. You shall be deemed to have consented to all royalty statements and all other accounts rendered by us to you, and said statements and other accounts shall be binding upon you and not subject to any objection by you for any reason, unless specific objection in writing, stating the basis thereof, is given by you to us within two (2) years from the date such statement was rendered. We shall maintain books of account records hereunder. You or a certified public accountant in your behalf may, at your expense, at our offices, examine our books pertaining to the records made hereunder during our usual business hours and upon reasonable notice. Our books relating to activities during any accounting period may only be examined

as aforesaid during the two (2) year period following the date such statement was due hereunder. Notwithstanding the foregoing, we shall instruct the Distributor to pay royalties and all other amounts due to you hereunder directly to you consistent with the terms and conditions contained herein. We may deduct such amount, if any, which we may be required to withhold pursuant to the U.S. Tax Regulations or any other applicable statute, regulations, treaty or law. Solely with respect to physical product only that embodies Records and Videos, we shall have the right to deduct returns and credits of any nature and to withhold reasonable reserves (which shall not exceed 25) from payments otherwise due to you. For purposes herein, the "reasonableness" of such reserves shall be determined by SoundScan sales figures. Each royalty reserve against anticipated returns and credits will be liquidated not later than the end of two years following the accounting period during which it is established. Any action, suit or proceeding concerning royalty statements or other accountings rendered to you by us shall be limited to a determination of the amount of royalties, if any, payable to you for the accountings periods in question, and your sole remedy shall be the recovery of those particular royalties; and, you specifically waive the right to seek any equitable remedies in respect of any claims regarding the payment or non-payment of royalties. Notwithstanding the foregoing, with respect to recordings released by the Distributor, the reserve and liquidation provisions of the Distribution Agreement shall apply to recordings released by the Distributor.

12. Controlled Compositions/Mechanical Royalties: A "Controlled Composition" is a musical composition written in whole or in part by you, owned or controlled in whole or in part by you, or any person or entity in which you have a direct interest. Solely with respect to Records (and Videos) we exploit (as opposed to Records and Videos that a Distributor may exploit), you agree to grant to us and our designees a gratis (meaning free) and irrevocable license, under copyright, to reproduce each Controlled Composition on Records and Videos and to distribute them in the United States of America and Canada. It is the essence of this Agreement that you acknowledge we are not obligated to account and pay so-called music publishing royalties with respect to Records and Videos solely exploited by us under this Agreement. At such time as we enter into a Distribution Agreement, you shall be accounted to with respect to Controlled Compositions according to the terms and conditions set forth in the Distribution Agreement and distributed or exploited by Distributor.

13. Warranties/Representations/Indemnities: You warrant and represent that you are under no disability, restriction or prohibition, whether contractual or otherwise, with respect to your right to execute this Agreement and perform its terms and conditions, and with respect to your right to record any and all selections hereunder. You specifically warrant and represent that no selections recorded or to be recorded by you hereunder are subject to any re-recording restrictions under any previous agreements to which you may be a party. You agree to and do hereby indemnify, save and hold us harmless from any and all loss and damage (including attorneys' fees) arising out of or connected with any claim by a third party which is inconsistent with any term of this Agreement, and you agree to reimburse us, on demand, for any payment made by us at any time after the date hereof with respect to any liability or claim to which the foregoing indemnity applies is reduced to a final judgment or mutually approved settlement. Pending the determination of any such claim, we may withhold payment of royalties or other monies hereunder.

14. Miscellaneous: This Agreement shall be governed by the laws of the state of California and only the courts (state and federal) located in Los Angeles County will have jurisdiction of any controversies regarding, or arising under, this Agreement. Any action or other proceeding which involves such a controversy will be brought only in those courts located in Los Angeles County and not

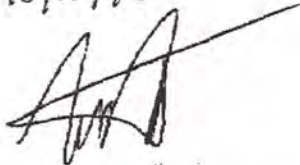
elsewhere. Any action, suit or proceeding concerning statements or other accountings rendered to you by us shall be limited to a determination of the amount of royalties payable to you for the accountings periods in question, and your sole and exclusive remedy shall be the recovery of those particular royalties; and you specifically waive any other legal and equitable remedies. If any part of this Agreement, or its application as it applies to a particular party, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect, or the application of this Agreement to the remaining parties. In entering into this Agreement, and in providing services pursuant hereto, you have the status of an independent contractor. Nothing herein contained contemplates or constitutes you as our employee. This Agreement is not intended to become effective until and unless it is executed by all of the proposed parties to it. Notwithstanding anything to the contrary contained herein, the Term of this Agreement is not intended to exceed that number of years that a personal services contract may be enforced. If it is determined that the Term of this Agreement does exceed that which is permissible under the law for the enforcement of personal services contracts, then the Term of this Agreement shall be deemed automatically amended so that it terminates on the next to the last day that a personal services agreement is enforceable under the laws of the state or jurisdiction that this Agreement is subject to. You expressly acknowledge that your services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach by you of any term, condition or covenant hereof we will be caused irreparable injury. You expressly agree that in the event you shall breach any provision of this Agreement we shall be entitled to injunctive relief and other equitable relief and/or damages, as we may deem appropriate, in addition to any other rights or remedies available to us, and we shall have the right to recoup any damages from any sums which may thereafter become due and payable to you hereunder, including sums otherwise payable to you after the expiration or termination of this Agreement.

If the foregoing correctly reflects your understanding and agreement with us, please so indicate by signing below.

Accepted and Agreed:

Belcalis Almanzar

10/18/16



Belcalis Almanzar

SSN: [REDACTED]

KSR GROUP, LLC

KSR
An Authorized Signatory

ALVARO S. LUCIANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/11/2021

Exhibit "1"
Royalties

1. With respect to Records, Videos, and the sale and exploitation of any products and services hereunder for which we are paid or credited with a payment (the "Revenue Pool Products"), we will account to you on the terms and conditions as set forth below.

2. Revenue Pool: The "Revenue Pool" will consist of all gross revenues actually received by us, or credited to us against advances previously received by us that are specifically attributable to the Revenue Pool Products, and which were not counted as gross revenues hereunder, in the United States that are directly attributable to sales and other exploitations of the Revenue Pool Products throughout the Territory (e.g. foreign sales, direct licensing, and record clubs), less all actual returns, credits, rebates, adjustments, and reasonable reserves against possible returns, which reserves shall take into account sales data available from Soundscan.

3. We will account to you for fifty (50%) percent of our Adjusted Gross Income in connection with the sale and exploitation of Revenue Pool Products. "Adjusted Gross Income" shall mean the following: the gross amount of the Revenue Pool less our out of pocket costs incurred or paid by us in connection with recording Records, marketing, promotion, advertising and sale of all applicable Revenue Pool Products such as: (1) all Marketing and Promotion Costs; (2) all Artwork Costs; (3) Audiovisual Production Costs; (4) all Manufacturing and Distribution costs; (6) Royalties to third parties rendering services on Revenue Pool Products; (7) advances and other amounts paid to you and on your behalf; (8) judgments and settlement amounts in respect of third party claims having to do with Revenue Pool Products as well as reasonable outside legal fees and costs in defending such claims; and, (9) all applicable taxes and union payments actually charged to us in connection with Revenue Pool Products.

(a) "Marketing and Promotion Costs" are all third-party out-of-pocket marketing, promotion, advertising, and publicity costs paid or incurred by us in connection with the Revenue Pool Products.

(b) "Artwork Costs" are all artwork costs paid or incurred by us in connection with the creation, design, and preparation of artwork for covers, sleeves, or other packaging elements in connection with Revenue Pool Products.

(c) "Audiovisual Production Costs" are all costs paid or incurred by us associated with the any production of Videos.

(d) "Manufacturing and Distribution Costs" are: (1) all costs paid or incurred by us associated with the manufacture of all configurations of Revenue Pool Products (e.g., the costs of compact discs, vinyl discs, and tapes, packaging components, shrink wrapping and stickering and all other service costs in connection therewith) and the delivery of Records and their components to us or our distributor (e.g., freight charges and service charges actually charged to us by our distributor); (2)

the Distribution Fee (defined below); and (3) all other charges assessed to us by our distributor in connection with the manufacture and distribution of Revenue Pool Records (e.g., returns handling charges, freight charges, scraping fees, warehouse fees or charges, "loose unit" charges, service charges for the distribution of promotional records and refurbishing charges).

(e) The "Distribution Fee" means the distribution fee payable by us to its distributor(s) plus a label services fee of five (5%) percent.

(f) "Royalties" means all royalties and monies due to Persons ("Persons" means and refers to the persons and entities to whom a royalty is owed with respect to Revenue Pool Products), including, but not limited to, artists (which includes you), producers, mixers, and side artists rendering services in connection with the recording of the Records, as well as publishers of compositions embodied on Records. We may deduct reasonable reserves and liquidate such reserves within three accounting periods from the date each reserve is first established. You must provide us with true and correct copies of all relevant agreements with third parties regarding your royalty obligations prior to the release of a Record hereunder; and accurate information regarding the status of each applicable royalty account.

Exhibit "2"
[Existing Masters and Videos – Paragraph 9A]

Artist/Title(s)

EXHIBIT K



Cardi B. Travels to California - Follow @iamcardib

7,500 views

Washpoppin TV
Published on Apr 11, 2015

Category Comedy

123 0 123 0
Like Dislike

SHARE

SAVE

SUBSCRIBE 4.8K

Up next



THE TRY GUYS S6 E9

The Try Guys Get Photoshopped Like Women

BuzzFeedVideo
10M views

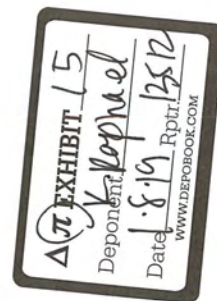
AUTOPLAY

Mix - Cardi B. Travels to California - Follow @iamcardib

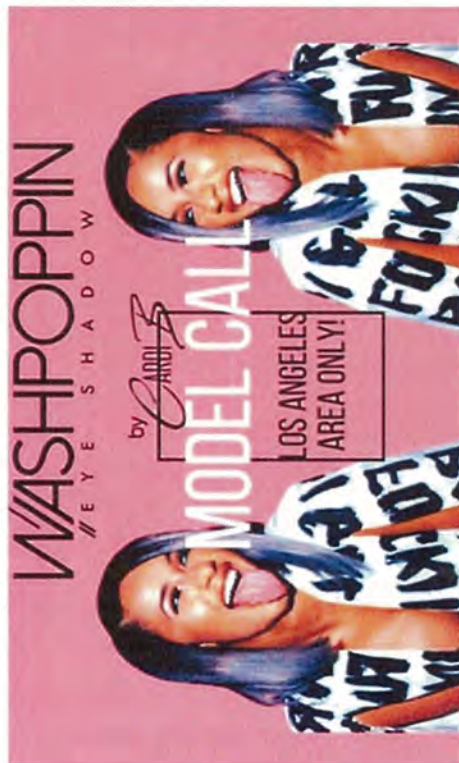




Declaration of Lawrence J. Conlan
Exhibit 9







ksrsgroup • Follow

ksrsgroup LaLa Land!!! Repost @iamcardib with @repostapp.

It's official! Tomorrow I'm choosing the faces for Washpoppin Cosmetics By Cardi B! Please pay attention to the details listed below. If you are interested in participating in tomorrow's model call! Please be aware that if you are chosen you will shoot in the SAME location tomorrow evening!

Date: February 17, 2016

Time: Model Call will begin promptly at 4:00 PM

Where: Blue Dot Studios
409 W. Olympic Avenue (The Reserve Building) Olympic & Olive) Suite 405
Attire: All black (NO EXCEPTIONS)



jimmiechoo_, brianababes, cptxo, felicia_kid, ksrsgroup, chelleyb_, shubandzz, bunny20785, lezerinofficial and cj9675515 like this

FEBRUARY 17, 2016

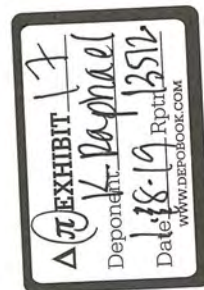


iamcardib

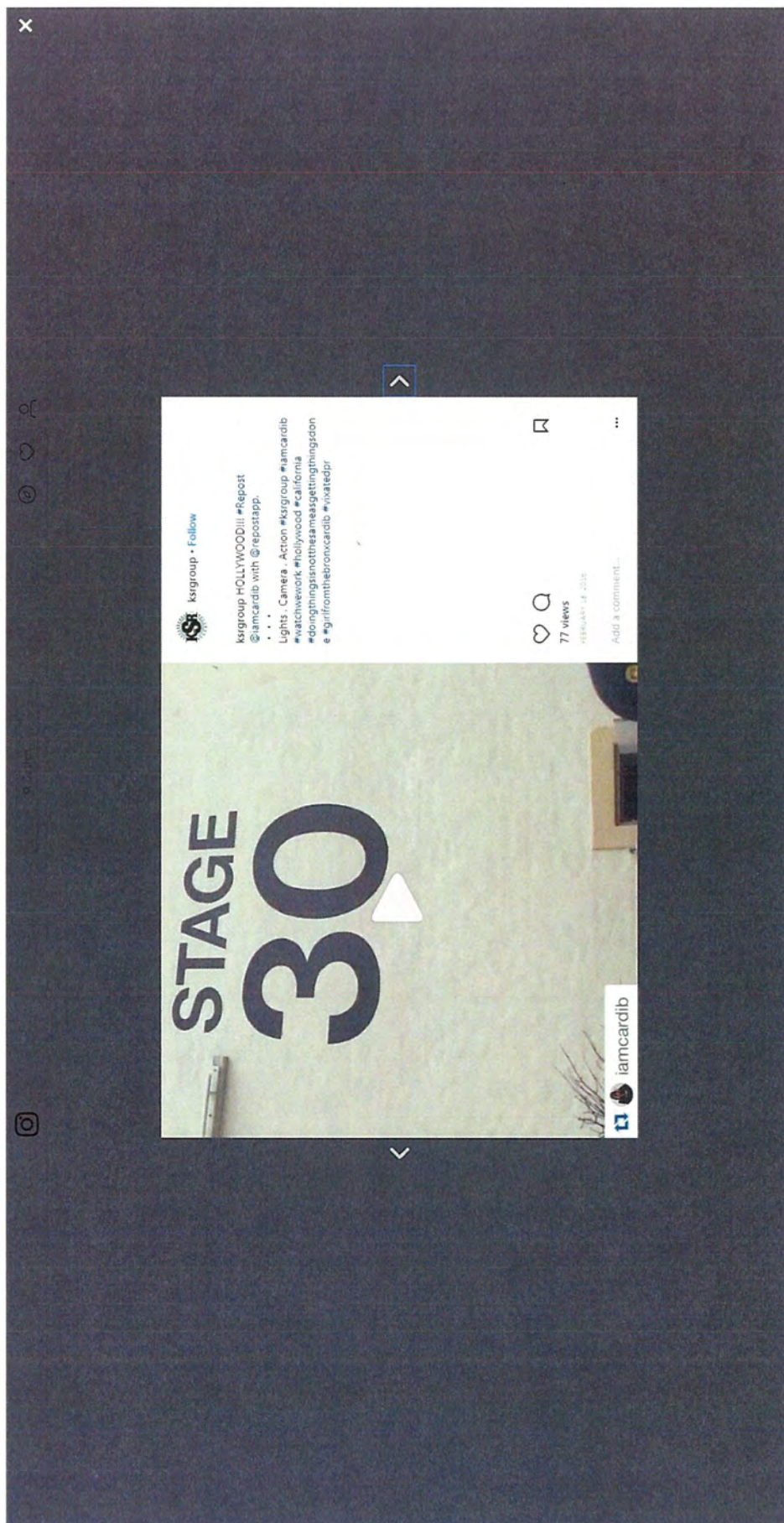
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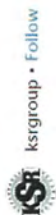
Declaration of Lawrence J. Conlan
Exhibit 13





Declaration of Lawrence J. Conlan
Exhibit 15





ksrgroup Lala Land!!! @iamcardib @djself
 @iamshaft @ohmnightclubia #iamcardib
 #djself #iamshaft #ohmnightclubia #gbmv1
 #losangeles #california
 #girlfromthebronxcardib
 #jacksonadministration #gwynn
 #ghangstabitmusicvol1
 #comingtoactynearyou
 vegas_nikki L ♡ VE IT!



429 views

FEBRUARY 24, 2016

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 Exhibit 17



GANGSTA BITCH MUSIC VOL.1

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ksrgroup Today at 9pm!... Officially dropping @iamcardib's mixtape...Hit Cardi at 718.215.0159 for the FREE link... Gangsta Bitch Music Vol 1.... #gangstabitmusicvol1 #GBMV1

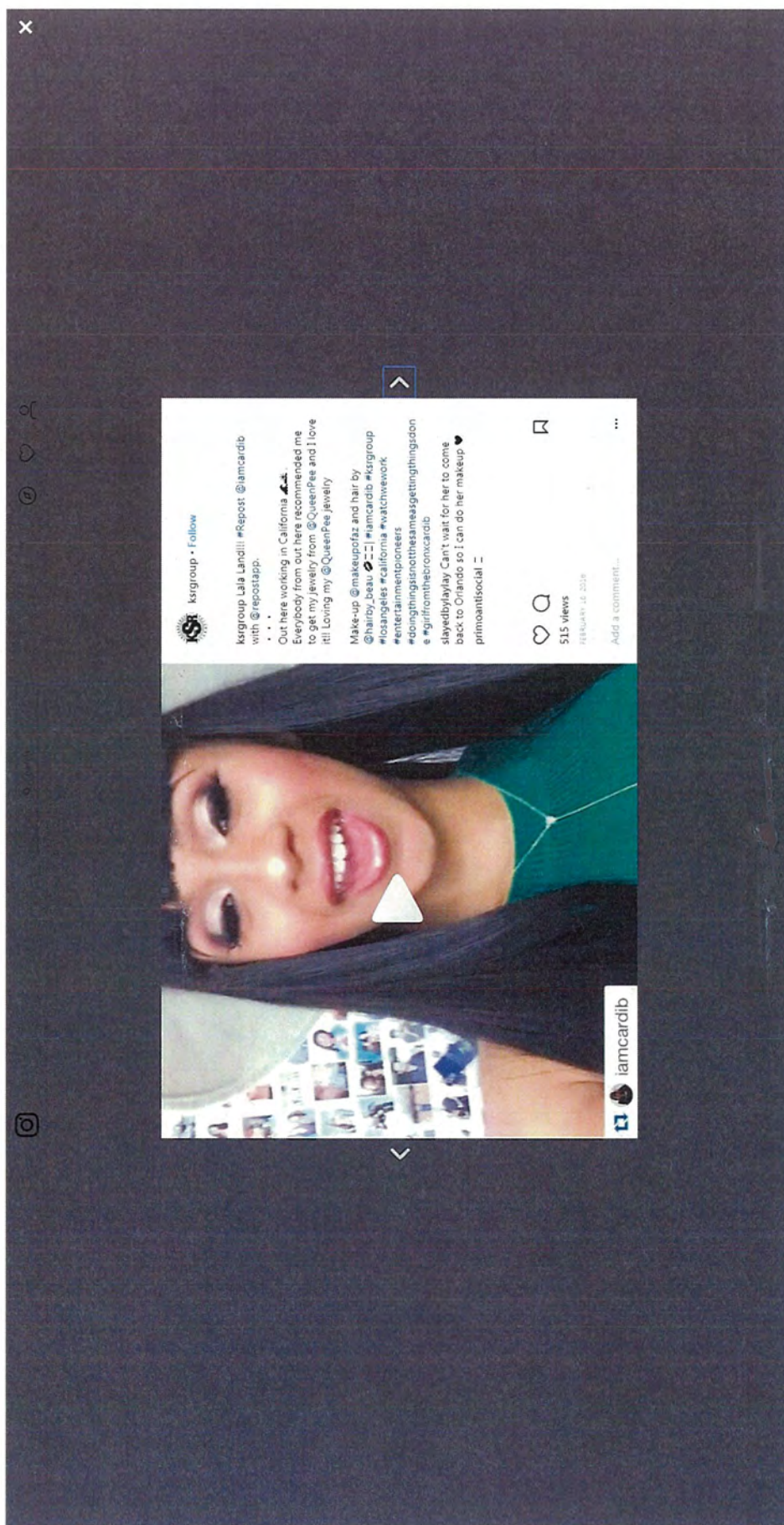
newy2wy @t
mis_undah_stood ==
@bad_gal_pineapple
dannyy12350 cardib page got deleted
2_knowm3 Her page is gone tho
ydk_themua_ Already got it !!! @ksrgroup I loveee her
therealpinkyxxx Gotta get her page back asap
simply_chozen Never got my free link hnnnnnnnnnn Hi How are u? Can u tell

1,664 views
MARCH 6 2018

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Exhibit 18

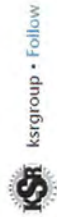
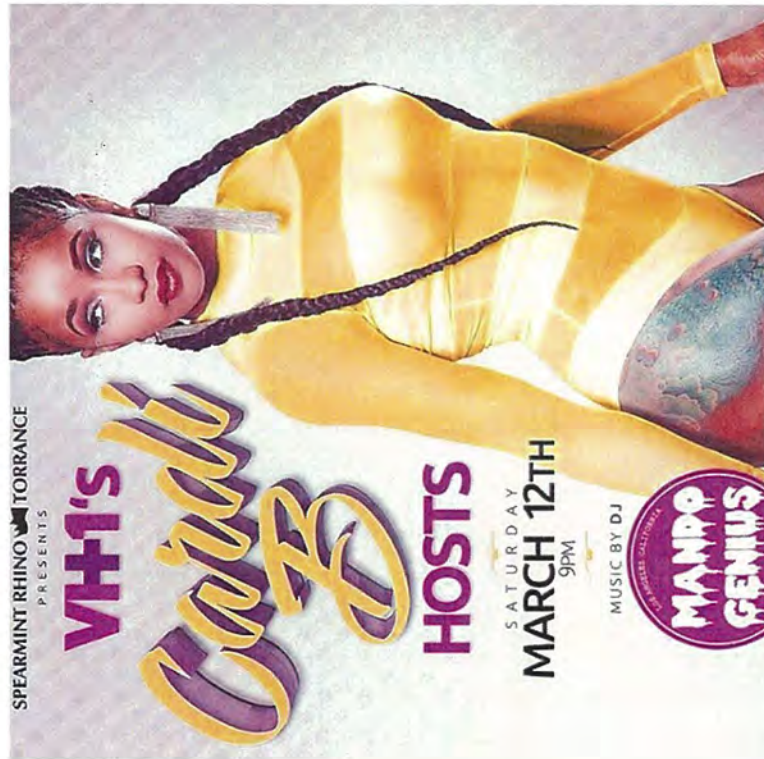




Declaration of Lawrence J. Conlan
Exhibit 11



EXHIBIT L



ksrgroup Torrance !! Californial!! Saturday March 11th!!!! @CARDI_BB
This Saturday come and party with this @VH1 Love and Hip Hop Superstar!!
@TheSpearMintRhino is bringing The one and only @cardi_bb @iamcardib to @SpearMintRhino_Torrance to show you how to Boss Out ☺
Contact: ☎ 310-532-2427 for VIP Bottles and Info ☎
#spearmintrhino
#rhinostyle
#rhinogirls
#laweekly
#vh1
#loveandhiphop
#iamcardib #girlfromthebrnxcardib
#ghanstabitmusicvol1
#gbmv1
#ksrgroup



59 likes

MARCH 9, 2018

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Exhibit 20







Declaration of Lawrence J. Conlan
Exhibit Z5





ksrgroup • Follow



ksrgroup That #ksrgroup wave... Don't miss it..... #LosAngeles #GBMV1
 karmakarezza Hello KSR Group LLC. I have been reaching out to you all for the past 3 MONTHS in regards to my advertisement. I met Cardi at the Bronner Bros Hair Show in February and she agreed to advertise my product (26/28/28 Brazilian Body Wave Hair Extensions) on her social media. The product was delivered March 4th and I didn't receive a response until April 18th stating the product is in review. I'm not sure if the product is in review or not.



504 views

APR 28 2018

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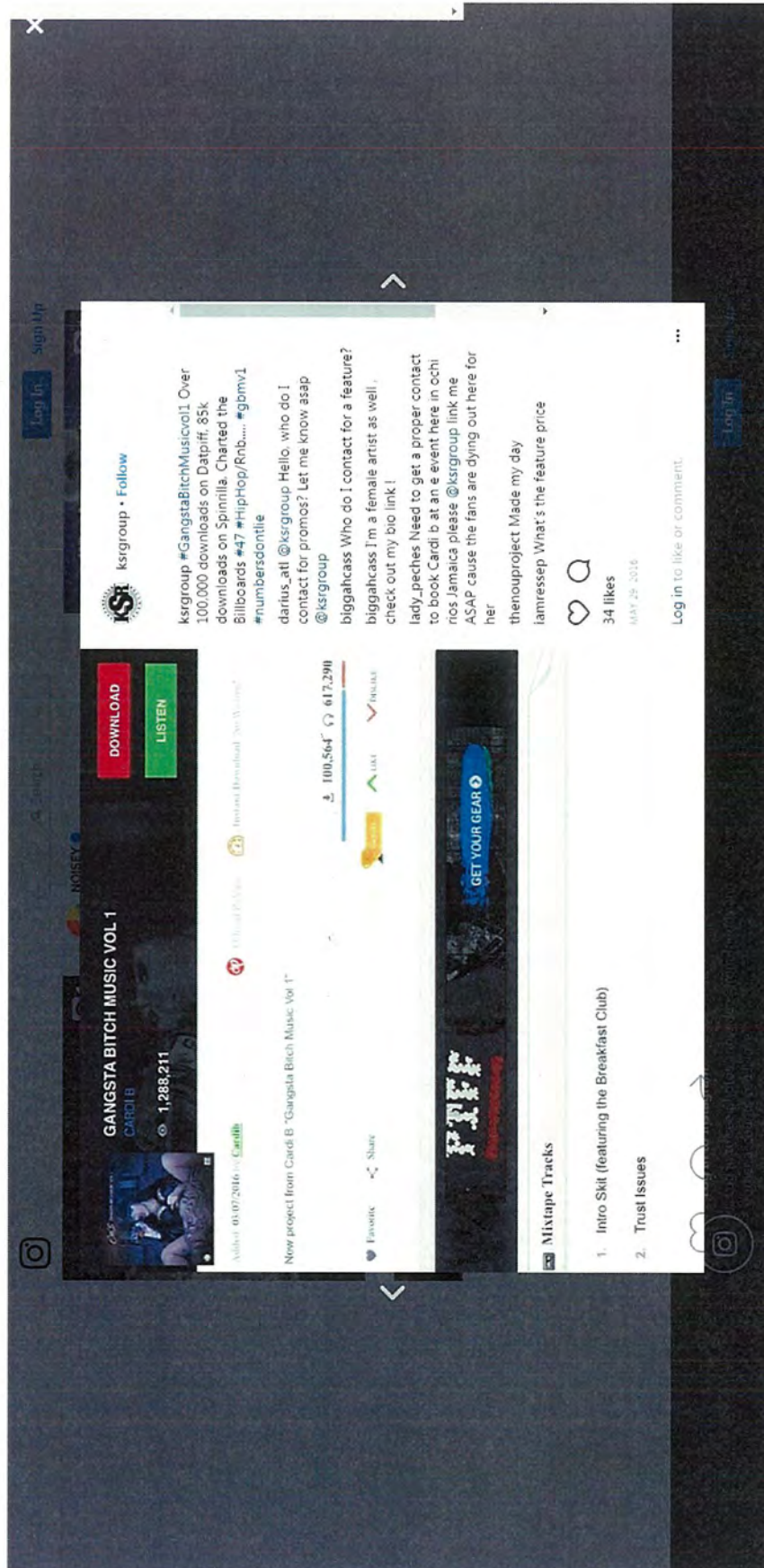


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 Exhibit 28



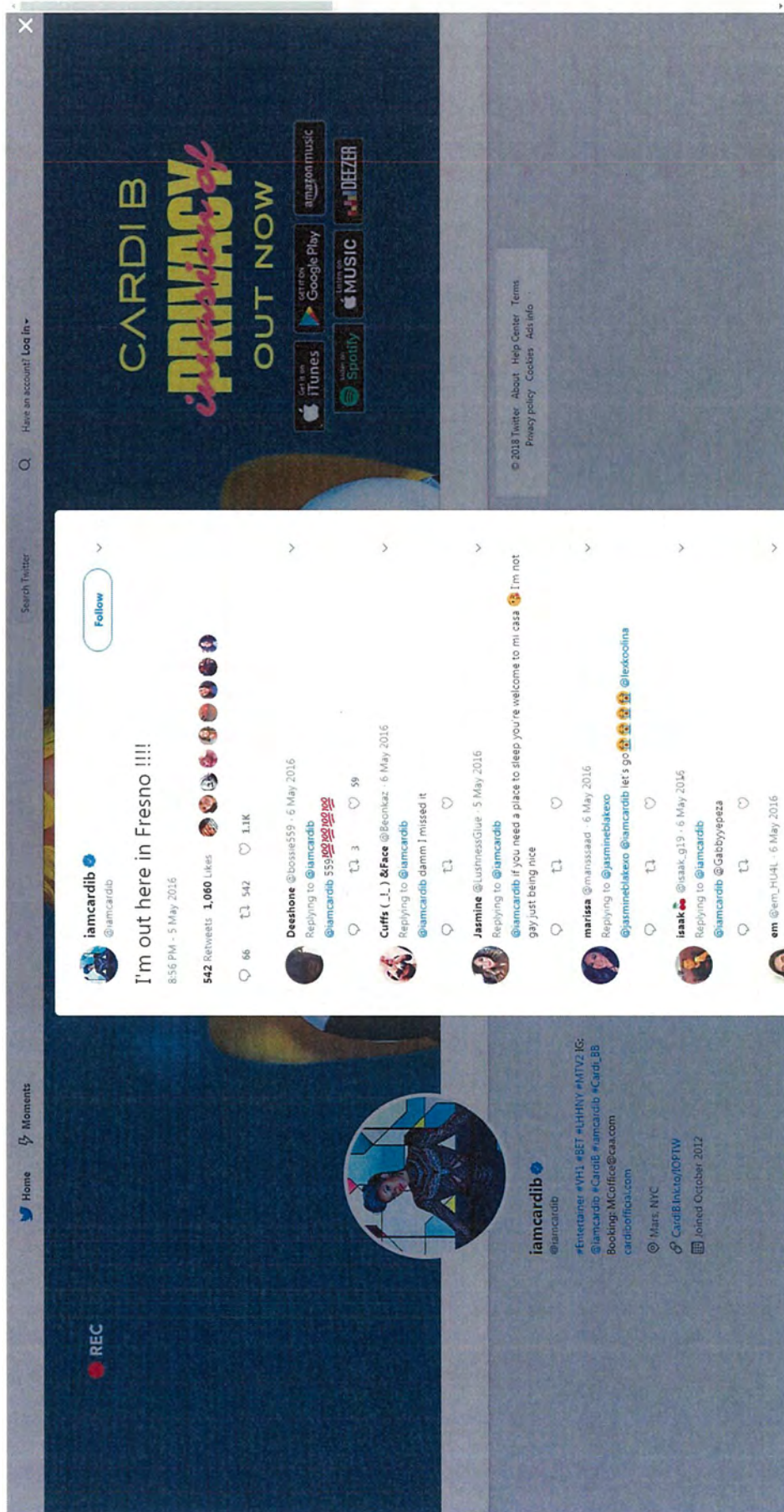


Declaration of Lawrence J. Conlan
Exhibit 35



EXHIBIT M

Declaration of Lawrence J. Conlan
Exhibit 29



Declaration of Lawrence J. Conlan
Exhibit 30





ksrgroup • Follow

ksrgroup #fresno #california #cardib
#ksrgroup #gbmv1 #foreva
itslukeclubb 🤔

dexhobbies See life through my eyes. Swing
by my feed tell me what you think!



215 views

MAY 6 2016



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Declaration of Lawrence J. Conlan
Exhibit 31



Instagram

Search



iamshaft • Follow



iamshaft #fresno #california #ksrgroup
#gbmv1 #foreva #underestimatedtour
coming soon
thatguymatz Ayeeee was just on the plane
wit y'all from LA.

tsimoneguy @iamshaft I haven't spoken to
you in a while. My friend told me she met
you at the show with Doug E Fresh and you
remembered her helping you with the
makeup artist
mictheplug @iamshaft dm ur # i got new



388 views

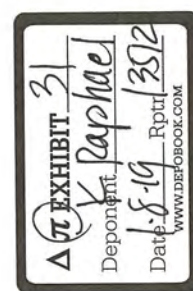
MAY 6 2016

Add a comment...

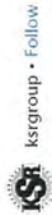


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Declaration of Lawrence J. Conlan
Exhibit 32



ksr group Tonight! #KSRGROUP UNDERESTIMATED TOUR....We turning up in OAKLAND, CA.... GET YOUR TIX NOW!!! For Tix, More Cities, Dates & Music CLICK LINK IN BIO #ALLIGES @joshxantus @cashflowharem @swiftondemand @justvlag @iamcardib royalphotobooth @georginaesthetics bellxoofficial_ Hey angel brinks cardis stylist sent my info to her team, about doing her makeup for tonight's show in oakland I haven't got any response from email or anything my number is (209) 471-5781 my work @banks.beauty beepg3 @iamcardib @swiftondemand cheddar.trapacante follow back on my ig fam @ksrgroup



95 views

Nov 4 2016

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Declaration of Lawrence J. Conlan
Exhibit 36





Declaration of Lawrence J. Conlan
 Exhibit 40





Declaration of Lawrence J. Conlan
Exhibit 38

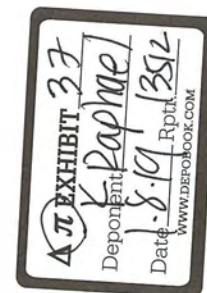




EXHIBIT N



Declaration of Lawrence J. Conlan
Exhibit 43

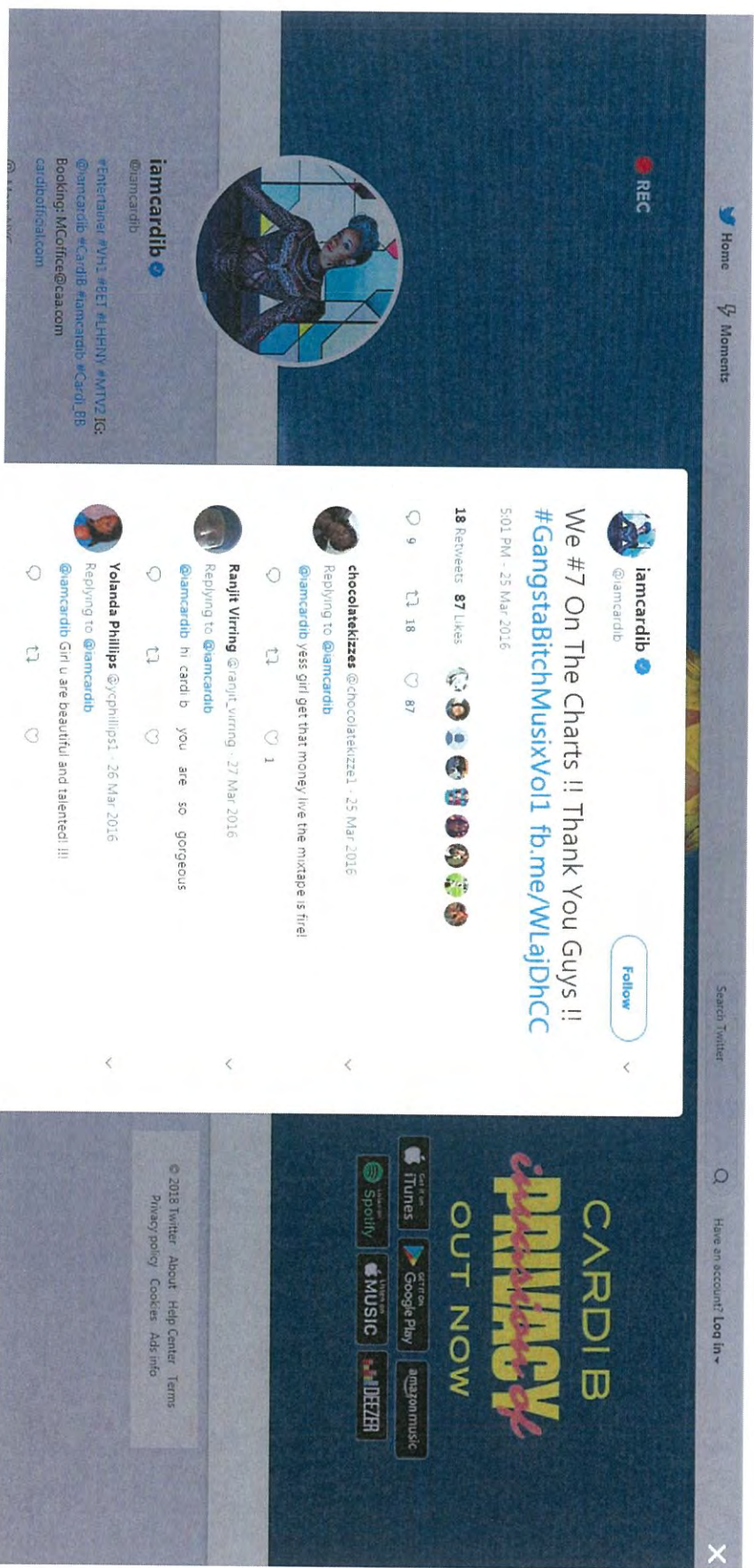




Declaration of Lawrence J. Conlan
Exhibit 44



EXHIBIT O

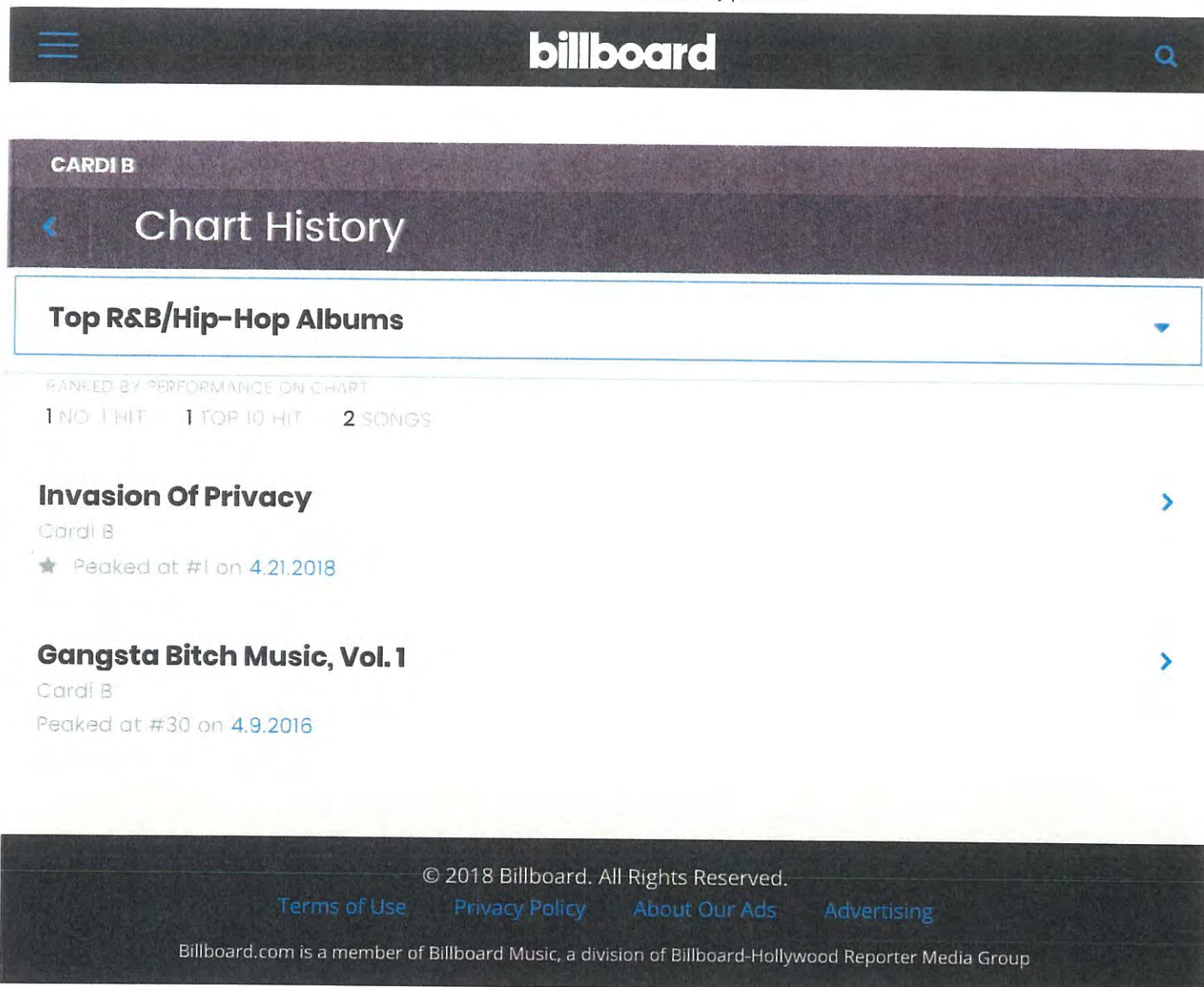


Declaration of Lawrence J. Conlan
Exhibit 27



4/23/2018

Cardi B Chart History | Billboard



The screenshot shows the Billboard website's chart history for Cardi B. At the top is the Billboard logo. Below it, the artist's name "CARDI B" is displayed. The main heading is "Chart History". A dropdown menu is set to "Top R&B/Hip-Hop Albums". Below this, a section titled "RANKED BY PERFORMANCE ON CHART" shows "1 NO. 1 HIT", "1 TOP 10 HIT", and "2 SONGS". Two albums are listed: "Invasion Of Privacy" by Cardi B, which peaked at #1 on 4.21.2018, and "Gangsta Bitch Music, Vol. 1" by Cardi B, which peaked at #30 on 4.9.2016. The footer contains copyright information for 2018 Billboard, links to Terms of Use, Privacy Policy, About Our Ads, and Advertising, and a statement that Billboard.com is a member of Billboard Music, a division of Billboard-Hollywood Reporter Media Group.

billboard

CARDI B

Chart History

Top R&B/Hip-Hop Albums

RANKED BY PERFORMANCE ON CHART

1 NO. 1 HIT 1 TOP 10 HIT 2 SONGS

Invasion Of Privacy

Cardi B

★ Peaked at #1 on 4.21.2018

Gangsta Bitch Music, Vol. 1

Cardi B

Peaked at #30 on 4.9.2016

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4/23/2018

Cardi B Chart History | Billboard



CARDI B

< Chart History

Top Rap Albums

RANKED BY PERFORMANCE ON CHART

1 NO. 1 HIT 1 TOP 10 HIT 2 SONGS

Invasion Of Privacy

Cardi B

★ Peaked at #1 on 4.21.2018

Gangsta Bitch Music, Vol. 1

Cardi B

Peaked at #20 on 4.9.2016

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4/23/2018

Cardi B Chart History | Billboard



CARDI B

< Chart History

Independent Albums

RANKED BY PERFORMANCE ON CHART

2 SONGS

GBMV2

Cardi B

Peaked at #25 on 2.11.2017

Gangsta Bitch Music, Vol. 1

Cardi B

Peaked at #27 on 4.2.2016

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EXHIBIT P

History

360° Video

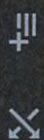
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▶ PLAY ALL

PARADISE
GANGSTA BITCH MUSIC VOL. 1

Trust Issues

2:25 Cardi B

Lit That

2

Cardi B

On Fleek

3
Cardi B
"Cardi B
"Drip King (feat. Cardi B)"
Cardi B

Washpoppi

4
Cardi B
Couples Don't Make us 1

Selfish

Cardi B

I Gotta

Hurt You

Cordell
Empire Ball Room, Dec. 1

6

4:12 Cardi B

Perspective

https://www.youtube.com/playlist?list=PLAvcVmq2a_cvZdJKt18sIOZm0kqB_jC11

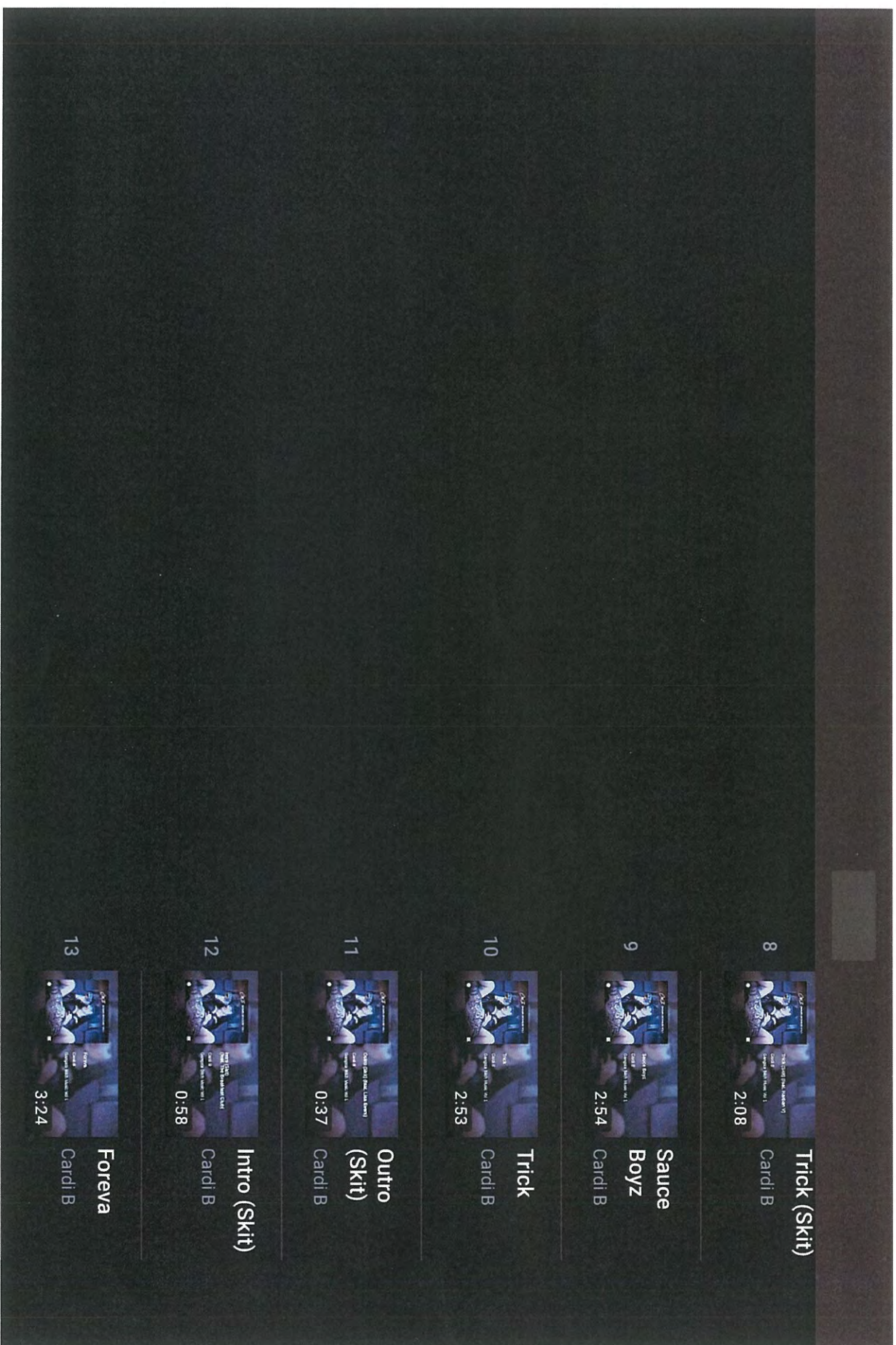
Blumberg No. 5113

PLAINTIFF'S
EXHIBIT
50

Declaration of Lawrence J. Conlan
Exhibit 49

4/18/2018

Gangsta Bitch Music Vol 1 - YouTube - YouTube



https://www.youtube.com/playlist?list=PLAjcWYq2a_cvZdJkIt8stOZm0kqB_jcII

EXHIBIT Q

1 **Alan G. Dowling**
2 (California Bar No. 70686)
3 Email: agdowling@aol.com
4 **ALAN G. DOWLING,**
5 **A PROFESSIONAL CORPORATION**
6 1043 Pacific Street, No. 1
7 Santa Monica, California 90405
8 Telephone: (818) 679-6395
9 Fax: (424) 238-5366
10 *Attorney for Defendants*

11
12 **UNITED STATES DISTRICT COURT**
13
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16 KEVIN MICHAEL BROPHY, JR., an
17 individual,

18
19 Plaintiffs,
20 v.

21
22 BELCALIS ALMANZAR aka CARDI B,
23 an individual; KSR GROUP, LLC, a New
24 York limited liability company;
25 WASHPOPPIN, INC., a New York
26 corporation; and DOES 1-20, inclusive,

27
28 Defendants.

Case No. 8:17-cv-01885-CJC(JPRx)

Hon. Cormac J. Carney,
U.S. District Judge

**RESPONSE AND OBJECTIONS
TO "PLAINTIFF'S FIRST SET OF
SPECIAL INTERROGATORIES
(JURISDICTIONAL) TO
DEFENDANT BELCALIS
ALMANZAR AKA CARDI B"**

1 PROPOUNDING PARTY: Plaintiff

2 RESPONDING PARTY: Defendant BELCALIS ALMAZAR AKA CARDI
3 B

4 SET NO.: One

5 Defendant BELCALIS ALMAZAR AKA CARDI B (hereinafter "Defendant"
6 or "the Responding Party") hereby responds and objects as follows to
7 **"PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES**
8 **(JURISDICTIONAL) TO DEFENDANT BELCALIS ALMAZAR AKA**
9 **CARDI B,"** dated May 14, 2018 (the "Requests"), pursuant to Rule 33 of the Federal
10 Rules of Civil Procedure.

11 INTRODUCTION, GENERAL OBJECTIONS AND DEFINITIONS

12 1. The Responding Party has not fully completed an investigation of all the
13 facts relating to the subject matter of this action, has not completed all discovery in
14 this action, and has not completed preparation for trial. All of the responses contained
15 herein are based only upon such information and documents as are presently available
16 to and specifically known to the Responding Party, and disclose only those facts and
17 documents that presently are known to and/or are available to the Responding Party.
18 It is anticipated that further independent investigation, discovery, legal research and
19 analysis may supply additional information, which may lead to substantial changes to
20 the responses set forth below. The following responses are consequently given
21 without prejudice to the right of the Responding Party to introduce evidence of any
22 subsequently discovered facts or documents which the Responding Party may later
23 obtain or recall.

24 2. The depositions of certain of the witnesses who would or possibly could
25 testify as to the subject matter of the within action have not yet been commenced. The
26 documents that would or could form the basis of certain responses are still in the
27 process of being discovered, and all such relevant documents may not have yet been
28 produced or examined. Further, the significance of documents in the possession of the

1 Responding Party, or presently in the possession of the Propounding Party or a third
2 party but not yet obtained from or produced by them, may only become apparent upon
3 reviewing them in the context of other documents which have not yet been obtained
4 or in the context of testimony not yet taken shedding light upon their relevance.

5 3. The Responding Party accordingly reserves the right to change any and
6 all responses set forth or referred to below, as additional facts may be ascertained,
7 documents discovered, analyses made, legal research completed, and contentions
8 made. The responses contained below are made in a good faith effort to supply as
9 much factual information and as much specification of the basis for legal contentions
10 as is presently known and available to the Responding Party, but should in no way be
11 construed to the prejudice of the Responding Party in relation to further investigation
12 and/or discovery.

13 4. This Responding Party's responses are made without waiver of, but,
14 on the contrary, are intended to preserve and do preserve the following rights:

15 a. the right to raise all questions of authenticity, foundation,
16 relevancy, materiality, privilege and admissibility as evidence for any purpose, of
17 the documents or information identified in response to the Requests, which may
18 arise in subsequent proceedings in, or trial of, this or any other action;

19 b. the right to object on any ground to the introduction into
20 evidence of, or the use of, said documents or information identified in response to
21 the Requests in any subsequent proceedings in, or trial of, this or any other action;

22 c. the right to object on any ground at any time to other document
23 requests or discovery involving said documents or information; and

24 d. the right to amend or supplement this response in the event that
25 any document or information is in the Responding Party's possession, custody or
26 control, but is unintentionally omitted from production at this time. Additionally,
27 inadvertent identification or production of privileged documents or information by
28 the Responding Party is not intended as, and shall not be construed as, a waiver of

1 any applicable privilege.

2 5. This Responding Party further specifically objects to each and every
3 discovery Request in the set to which this response is directed, to the extent that it:

4 a. seeks documents or information which are protected by the
5 attorney-client privilege or the attorney work product doctrine, or by the right of
6 privacy provided for in the Constitution of the United States of America or the
7 Constitution of the State of California, or which are by law otherwise privileged or
8 exempt from discovery;

9 b. attempts or purports to seek the disclosure of documents or
10 information to which the Propounding Party has access or which the Propounding
11 Party has already obtained;

12 c. attempts or purports to impose obligations on the Responding
13 Party exceeding those imposed or authorized by the Federal Rules of Civil
14 Procedure and/or the applicable Local Rules of the Court before which this action
15 is pending; or

16 d. seeks information, or documents generated, outside the time
17 period relevant to this action or otherwise beyond the scope of the issues relevant
18 to this action.

19 6. The Responding Party further objects to any of the requests which seek
20 discovery of communications with or the opinions of any expert(s) not designated
21 to testify on behalf of the Responding Party in this action, as such information is
22 not discoverable under applicable law.

23 7. For purposes of the following responses to requests for production of
24 documents and things, and the objections stated therein, the following terms shall
25 have the following meanings:

26 a. **"Inadequate Description"** shall signify an objection on the
27 grounds that the Request does not describe the information, documents or
28 matter sought with reasonable particularity (including, without limitation,

1 where the Request taken as a whole, or the terminology used therein, is
2 vague, ambiguous or unintelligible);

3 b. **"Irrelevant"** shall signify an objection on the grounds that the
4 Request seeks matter that is irrelevant to the subject matter of this action and
5 not calculated to lead to the discovery of admissible evidence;

6 b. **"Overbroad"** shall signify an objection on the grounds that the
7 Request is overbroad in scope, either with reference to time period, subject
8 matter, or otherwise;

9 c. **"Attorney-Client-Privilege"** shall signify an objection on the
10 grounds that the Request calls for production of documents and things
11 protected by the attorney-client-privilege;

12 d. **"Attorney Work Product"** shall signify an objection on the
13 grounds that the Request calls for production of documents and things
14 protected by the attorney work product doctrine;

15 e. **"Confidential Information"** shall signify an objection on the
16 grounds that the Request improperly calls for discovery of confidential
17 business, financial, proprietary, trade secret or other sensitive information or
18 documents, the disclosure of which would be harmful to the Responding
19 Party or a third party;

20 f. **"Tax Returns"** shall signify an objection on the grounds that
21 the Request improperly seeks production of documents and things protected
22 by the privilege against disclosure of the contents of income tax returns;

23 g. **"Privacy"** shall signify an objection on the grounds that the
24 Request calls for production of documents and things protected against
25 discovery by the Responding Party's right of privacy.

26 h. **"Unduly Burdensome"** shall signify an objection on the
27 grounds that the Request improperly seeks production of information,
28 documents and things, or other matter, already been produced to the

1 Propounding Party, or already in its possession, or available to the
2 Propounding Party as readily and at approximately equal expense and trouble
3 as it would be for the Responding Party to obtain and provide them, and/or
4 in the context of this case, and in light of any other objections interposed,
5 would impose an undue burden, expense or effort upon the Responding Party,
6 or unduly intrude into matters protected by the right of privacy;

7 j. **"Impermissible Discovery"** shall signify an objection on the
8 grounds that the Request exceeds the scope of permissible discovery as
9 defined by the applicable provisions of the California Code of Civil
10 Procedure; and

11 k. **"CC 3294-3295"** shall signify an objection on the grounds that
12 the Request improperly seeks production of documents and things
13 concerning the Responding Party's financial condition, in contravention of
14 (and without the Propounding Party having met the prerequisites of)
15 California Civil Code Sections 3294-3295.

16 8. The Responding Party objects to the so-called "Definitions and
17 Instructions" set forth in the Requests, as follows:

18 a. Definition and Instruction No. 1 is vague and ambiguous (in
19 particular, but without limitation, in regard to what is meant by
20 "representatives and other persons acting on behalf of CARDI B, and the
21 sources within the control of CARDI B"); compound and confusing, in that it
22 requires the Responding Party to answer each interrogatory with reference to
23 at least seven categories of persons, and innumerable unnamed individuals;
24 and, in so far as it is compound, this set of discovery requests taken as a whole
25 far exceeds the statutory limit of 25 interrogatories, including subparts
26 [F.R.Civ.P. 33(a)(1)]. The Responding Party will take this definition as merely
27 meaning and referring to Defendant BELCALIS ALMANZAR aka CARDI B.

28 b. Definition and Instruction No. 2 is vague and ambiguous (in

1 particular, but without limitation, in regard to what is meant by “its affiliates,
2 partners, parents, subsidiaries, past or present agents, past or present attorneys,
3 servants, employees, representatives, or others acting at their direction”);
4 compound and confusing, in that it requires the Responding Party to answer
5 each interrogatory with reference to at least thirteen categories of persons, and
6 innumerable unnamed individuals; and, in so far as it is compound, this set of
7 discovery requests taken as a whole far exceeds the statutory limit of 25
8 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)]. The Responding
9 Party will take this definition as merely meaning and referring to Defendant
10 KSR GROUP, LLC.

11 c. Definition and Instruction No. 3 is vague and ambiguous (in
12 particular, but without limitation, in regard to what is meant by “its affiliates,
13 partners, parents, subsidiaries, past or present agents, past or present attorneys,
14 servants, employees, representatives, or others acting at their direction”);
15 compound and confusing, in that it requires the Responding Party to answer
16 each interrogatory with reference to at least thirteen categories of persons, and
17 innumerable unnamed individuals; and, in so far as it is compound, this set of
18 discovery requests taken as a whole far exceeds the statutory limit of 25
19 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)]. The Responding
20 Party will take this definition as merely meaning and referring to Defendant
21 WASHPOPPIN, INC.

22 d. Definition and Instruction No. 6 is confusing and open-ended.

23 e. Definition and Instruction No. 7 is vague and ambiguous (in
24 particular, but without limitation, in regard to what is meant by “concerning,
25 regarding, referring, describing, pertaining to, evidencing, constituting, or in
26 any way related to, directly or indirectly” and how those terms are
27 distinguishable, one from the others); compound and confusing, in that it
28 requires the Responding Party to speculate as to the meaning and distinctions

1 between the numerous separate terms included in the definition and to attempt
2 to apply them in responding to each of the separate interrogatories; and, in so
3 far as it is compound, this set of discovery requests taken as a whole far
4 exceeds the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
5 33(a)(1)]. The Responding Party will interpret this definition as consisting
6 merely of the defined term, "related."

7 f. Definition and Instruction No. 8 is compound and confusing, in
8 that it requires the Responding Party to speculate as to the meaning and
9 distinctions between the numerous separate terms included in the definition
10 and to attempt to apply them in responding to each of the separate discovery
11 requests; and, in so far as it is compound, this set of discovery requests taken
12 as a whole far exceeds the statutory limit of 25 interrogatories, including
13 subparts [F.R.Civ.P. 33(a)(1)]. The Responding Party will interpret this
14 definition as consisting merely of the terms "writing," "recording,"
15 "photograph," "original" and "duplicate," as defined in Federal Rules of
16 Evidence 1001.

17 g. Definition and Instruction No. 9 is vague and ambiguous (in
18 particular, but without limitation, in its reference, with regard to "ESI," to
19 numerous technological and computer software-related terms of art,
20 abbreviations and extensions, which presumes a degree of knowledge and
21 expertise that neither the Defendants, nor their counsel, claim to possess);
22 compound and confusing, in that it requires the Responding Party to speculate
23 as to the meaning and distinctions between the numerous separate terms
24 included in the definitions of "DOCUMENTS" and "ESI" and to attempt to
25 apply them in responding to each of the separate discovery requests; and, in so
26 far as it is compound, this set of discovery requests taken as a whole far
27 exceeds the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
28 33(a)(1)]. The Responding Party will interpret this definition as consisting

1 merely to “writings,” “recordings,” “photographs,” “originals” and
2 “duplicates,” as defined in Federal Rules of Evidence 1001, that have been
3 stored electronically, e.g., in, on or by means of a computer.

4 h. Definition and Instruction No. 10 is vague and ambiguous (in
5 particular, but without limitation, in its reference to numerous technological
6 and computer software-related terms of art, abbreviations and extensions,
7 which presumes a degree of knowledge and expertise that neither the
8 Defendants, nor their counsel, claim to possess); also vague and ambiguous in
9 its reference to things “within the possession, custody or control of sources and
10 persons with YOUR control, including any of YOUR attorneys, agents and
11 other sources within YOUR control;” violative of attorney client privilege and
12 work product doctrines in seeking information in gross from Defendants’
13 attorneys; compound and confusing, in that it requires the Responding Party
14 to speculate as to the meaning and distinctions between the numerous separate
15 terms included in the definition and to attempt to apply them in responding to
16 each of the separate discovery requests; and, in so far as it is compound, this
17 set of discovery requests taken as a whole far exceeds the statutory limit of 25
18 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)].

19 i. Definition and Instruction No. 11 is vague and ambiguous (in
20 particular, but without limitation, in its reference to “upgrades, enhancements,
21 new versions, patches and fixes” of software); also, not an interrogatory-
22 related definition, but a document request, on its face, inappropriate to a set of
23 interrogatories.

24 j. Definition and Instruction No. 13 is unduly burdensome and
25 oppressive, in that this would require Defendants to “IDENTIFY” in detail
26 each document they are simultaneously being requested to produce by means
27 of Plaintiff’s simultaneous requests for production of documents and things for
28 inspection and copying. All documents, not privileged or otherwise

1 objectionable, which are produced will speak for themselves and be the best
2 evidence of their own contents. Further, this definition constitutes an
3 additional, “universal” interrogatory, implicit in each other numbered one to
4 which it pertains, in calling for “any information necessary to allow that
5 DOCUMENT to be the subject of a request for production,” i.e. what amounts
6 to a privilege log, even for documents that are produced. Thus, this definition,
7 in its effect, causes this set of discovery requests taken as a whole far exceeds
8 the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
9 33(a)(1)].

10 k. Definition and Instruction No. 18 is vague and ambiguous (in
11 particular, but without limitation, it its failure to sufficiently define what
12 constitutes “any . . . internet website, and any other online account held by
13 YOU”); compound and confusing, in its reference to several different forms of
14 social media, both by name and by vague reference, thus requiring speculation;
15 and, in so far as it is compound, this set of discovery requests taken as a whole
16 far exceeds the statutory limit of 25 interrogatories, including subparts
17 [F.R.Civ.P. 33(a)(1)]. As worded, this definition could be read to call for
18 production of information concerning untold numbers and kinds of internet-
19 accessible files and records concerning each Defendant’s banking, financial,
20 health, commercial (e.g. retail transactions), governmental (e.g., taxes) and
21 personal information, *inter alia*.

22 l. Definition and Instruction No. 19 is unduly burdensome and
23 harassing in purporting to call for a “privilege” log in the vent information is
24 not produced on grounds of privilege, work product “*or otherwise.*” There is
25 no legal requirement for the Responding Party to provide a “privilege log,” in
26 response to an interrogatory, identifying with specificity all information not
27 produced, regardless of the basis. Further, in so far as it purports to call for
28 the Responding Party to state “the specific grounds upon which YOUR

1 objection and privilege claim is based (including each and every fact and legal
2 basis upon which YOU claim such privilege,” it constitutes an additional
3 interrogatory implicit in each of the separate numbered interrogatories; and its
4 reference, then, to the “date of creation, author, [and] recipients” of
5 information, as distinguished from documents, is vague, ambiguous, confusing
6 and unintelligible. Thus, this definition, in its effect, causes this set of
7 discovery requests taken as a whole far exceeds the statutory limit of 25
8 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)].

9 9. Wherever objections have been interposed, the Responding Party offers
10 to meet and confer with the Propounding Party, through counsel, at any mutually
11 convenient time and in accordance with the Local Rules, to attempt in good faith to
12 resolve informally any differences or disputes that may exist between the parties with
13 respect to the Request and the stated objections. Assuming that such "meet and
14 confer" takes place in a timely fashion, and to the extent it is successful in resolving
15 differences, the Responding Party stands ready, willing and able to complete
16 discovery as to the relevant and non-privileged information called for by the Request
17 (subject, of course, to any stipulations entered into as a result of the "meet and
18 confer").

19 10. The Responding Party has already delivered to the Propounding Party
20 for consideration a proposed form of Stipulated Protective Order embodying typical
21 terms of such an order that have been previously approved by federal district courts
22 in this District. In so far as the Responding Party has interposed objections based on
23 grounds of “Confidential Information” or “Privacy,” the Responding Party will
24 produce non-privileged documents or information, as the case may be, responsive to
25 these discovery Requests, upon the issuance and filing by the Court of such a
26 protective order either pursuant to the Parties’ stipulation to the terms of such an
27 order or upon motion of any of the Parties.

28 11. No response or objection (or production of documents or things in

1 response to) any of the Requests is intended as, nor shall it be construed as, a waiver
2 by the Responding Party of all or any part of any objection to that or any other
3 Request, or an admission of the existence of any fact set forth in or assumed by that
4 or any other Request, or an admission that such response or objection constitutes
5 admissible evidence.

6 12. Delineation of the Court's Limitation on Jurisdictional Issues Subject to
7 This Discovery. By its "Order Denying Without Prejudice Defendants' Motion to
8 Dismiss and Granting Plaintiff's Request for Jurisdictional Discovery," dated May
9 3, 2018, Docket No. 36, the Court ordered the parties to engage in, and complete,
10 within 90 days from the date of the Order, good faith "limited jurisdictional discovery
11 *on the issues identified in this order.*" The Order specified only the following issues
12 for purposes of such discovery: with regard to personal jurisdiction, "to clarify (1)
13 the extent of Defendants' business and presence in California, and (2) any
14 relationship between the Gangsta Bitch cover and California" (Order, p. 10); and,
15 with regard to subject matter jurisdiction, "to clarify whether the amount-in-
16 controversy has been met" (Order, p. 11).

17 13. Each of the foregoing items set forth in this Paragraph is incorporated
18 by reference in the responses to specific Requests, below.

19 **RESPONSES TO SPECIFIC INTERROGATORIES**

20 **INTERROGATORY NO. 1:**

21 State all dates on which YOU were physically present in the State of California
22 from January 1, 2016 through the present.

23 **RESPONSE TO INTERROGATORY NO. 1:**

24 The Responding Party objects to this Request, in whole or in part, on the
25 following grounds: Inadequate Description; and incorporates the Introduction,
26 General Objections, and [Responding Party's] Definitions, stated hereinabove
27 (specifically including, without limitation, the Responding Party's Objections to the
28 Propounding Party's Definitions and Instructions, with regard to any of the Defined

1 terms utilized in the Requests).

2 Subject to the foregoing objection(s), but without waiving the same in whole
3 or in part, the Responding Party responds to this Request as follows:

4 The Responding Party offers to meet and confer with the Propounding Party,
5 through counsel, at any mutually convenient time and in accordance with the Local
6 Rules, to attempt in good faith to resolve informally any differences or disputes that
7 may exist between the parties with respect to this Request and the aforestated
8 objections, and insofar as counsel are able to resolve the parties' differences
9 successfully by stipulation, the Responding Party shall be ready, willing and able to
10 provide such other relevant and non-privileged information as is called for by the
11 Request, as interpreted or modified per the parties' stipulation after meeting and
12 conferring, within a reasonable time thereafter.

13 INTERROGATORY NO. 2:

14 List all of YOUR SOCIAL MEDIA ACCOUNTS.

15 RESPONSE TO INTERROGATORY NO. 2:

16 The Responding Party objects to this Request, in whole or in part, on the
17 following grounds: Inadequate Description; Overbroad; Confidential Information;
18 Privacy; Unduly Burdensome; Impermissible Discovery; and incorporates the
19 Introduction, General Objections, and [Responding Party's] Definitions, stated
20 hereinabove (specifically including, without limitation, the Responding Party's
21 Objections to the Propounding Party's Definitions and Instructions, with regard to
22 any of the Defined terms utilized in the Requests).

23 By way of explanation, for purposes of this jurisdictional discovery, must be
24 limited to those accounts targeted at California or its residents, and having to do with
25 GBMV1.

26 Subject to the foregoing objection(s), but without waiving the same in whole
27 or in part, the Responding Party responds to this Request as follows:

28 The Responding Party offers to meet and confer with the Propounding Party,

1 through counsel, at any mutually convenient time and in accordance with the Local
2 Rules, to attempt in good faith to resolve informally any differences or disputes that
3 may exist between the parties with respect to this Request and the aforestated
4 objections, and insofar as counsel are able to resolve the parties' differences
5 successfully by stipulation, the Responding Party shall be ready, willing and able to
6 provide such other relevant and non-privileged information as is called for by the
7 Request, as interpreted or modified per the parties' stipulation after meeting and
8 conferring, within a reasonable time thereafter.

9 INTERROGATORY NO. 3:

10 Describe in detail all marketing strategies YOU used to market GBMV1 to
11 California residents.

12 RESPONSE TO INTERROGATORY NO. 3:

13 The Responding Party objects to this Request, in whole or in part, on the
14 following grounds: Inadequate Description; Overbroad; Confidential Information;
15 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
16 General Objections, and [Responding Party's] Definitions, stated hereinabove
17 (specifically including, without limitation, the Responding Party's Objections to the
18 Propounding Party's Definitions and Instructions, with regard to any of the Defined
19 terms utilized in the Requests).

20 By way of explanation, this Request is vague and ambiguous in its reference
21 to "marketing strategies."

22 Subject to the foregoing objection(s), but without waiving the same in whole
23 or in part, the Responding Party responds to this Request as follows:

24 The Responding Party offers to meet and confer with the Propounding Party,
25 through counsel, at any mutually convenient time and in accordance with the Local
26 Rules, to attempt in good faith to resolve informally any differences or disputes that
27 may exist between the parties with respect to this Request and the aforestated
28 objections, and insofar as counsel are able to resolve the parties' differences

1 successfully by stipulation, the Responding Party shall be ready, willing and able to
2 provide such other relevant and non-privileged information as is called for by the
3 Request, as interpreted or modified per the parties' stipulation after meeting and
4 conferring, within a reasonable time thereafter.

5 INTERROGATORY NO. 4:

6 Describe in detail all marketing strategies YOU used to market GBMV1.

7 RESPONSE TO INTERROGATORY NO. 4:

8 The Responding Party objects to this Request, in whole or in part, on the
9 following grounds: Inadequate Description; Overbroad; Confidential Information;
10 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
11 General Objections, and [Responding Party's] Definitions, stated hereinabove
12 (specifically including, without limitation, the Responding Party's Objections to the
13 Propounding Party's Definitions and Instructions, with regard to any of the Defined
14 terms utilized in the Requests).

15 By way of explanation, this Request is vague and ambiguous in its reference
16 to "marketing strategies;" its definition and description of "marketing strategies" is
17 irrelevant to jurisdictional issues; and, for purposes of this jurisdictional discovery,
18 must be limited to such matters as targeted California or its residents.

19 Subject to the foregoing objection(s), but without waiving the same in whole
20 or in part, the Responding Party responds to this Request as follows:

21 The Responding Party offers to meet and confer with the Propounding Party,
22 through counsel, at any mutually convenient time and in accordance with the Local
23 Rules, to attempt in good faith to resolve informally any differences or disputes that
24 may exist between the parties with respect to this Request and the aforestated
25 objections, and insofar as counsel are able to resolve the parties' differences
26 successfully by stipulation, the Responding Party shall be ready, willing and able to
27 provide such other relevant and non-privileged information as is called for by the
28 Request, as interpreted or modified per the parties' stipulation after meeting and

1 conferring, within a reasonable time thereafter.

2 INTERROGATORY NO. 5:

3 IDENTIFY all posts on YOUR SOCIAL MEDIA ACCOUNTS in which YOU
4 promoted an event that CARDI B would be attending in California.

5 RESPONSE TO INTERROGATORY NO. 5:

6 The Responding Party objects to this Request, in whole or in part, on the
7 following grounds: Inadequate Description; Overbroad; Tax Returns; Privacy;
8 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
9 General Objections, and [Responding Party's] Definitions, stated hereinabove
10 (specifically including, without limitation, the Responding Party's Objections to the
11 Propounding Party's Definitions and Instructions, with regard to any of the Defined
12 terms utilized in the Requests).

13 By way of explanation, this Request is vague and ambiguous in its reference
14 to "posts" and "promoted."

15 Subject to the foregoing objection(s), but without waiving the same in whole
16 or in part, the Responding Party responds to this Request as follows:

17 The Responding Party offers to meet and confer with the Propounding Party,
18 through counsel, at any mutually convenient time and in accordance with the Local
19 Rules, to attempt in good faith to resolve informally any differences or disputes that
20 may exist between the parties with respect to this Request and the aforestated
21 objections, and insofar as counsel are able to resolve the parties' differences
22 successfully by stipulation, the Responding Party shall be ready, willing and able to
23 provide such other relevant and non-privileged information as is called for by the
24 Request, as interpreted or modified per the parties' stipulation after meeting and
25 conferring, within a reasonable time thereafter.

26 INTERROGATORY NO. 6:

27 IDENTIFY all geographical places in the State of California YOU visited from
28 January 1, 2016 through the present, and the dates YOU visited them.

1 RESPONSE TO INTERROGATORY NO. 6:

2 The Responding Party objects to this Request, in whole or in part, on the
3 following grounds: Inadequate Description; Overbroad; Privacy; Unduly
4 Burdensome; Impermissible Discovery; and incorporates the Introduction, General
5 Objections, and [Responding Party's] Definitions, stated hereinabove (specifically
6 including, without limitation, the Responding Party's Objections to the Propounding
7 Party's Definitions and Instructions, with regard to any of the Defined terms utilized
8 in the Requests).

9 By way of explanation, this Request is, as to dates, duplicative of Special
10 Interrogatory No. 1. By "geographical places" the Responding Party will interpret
11 this as calling for naming of cities. Additionally, as to KSR and Washpoppin, this is
12 vague and ambiguous as to whom is referred to as "YOUR agent or employee."

13 Subject to the foregoing objection(s), but without waiving the same in whole
14 or in part, the Responding Party responds to this Request as follows:

15 The Responding Party offers to meet and confer with the Propounding Party,
16 through counsel, at any mutually convenient time and in accordance with the Local
17 Rules, to attempt in good faith to resolve informally any differences or disputes that
18 may exist between the parties with respect to this Request and the aforestated
19 objections, and insofar as counsel are able to resolve the parties' differences
20 successfully by stipulation, the Responding Party shall be ready, willing and able to
21 provide such other relevant and non-privileged information as is called for by the
22 Request, as interpreted or modified per the parties' stipulation after meeting and
23 conferring, within a reasonable time thereafter.

24 INTERROGATORY NO. 7:

25 IDENTIFY the total amount of sales of GBMV1.

26 RESPONSE TO INTERROGATORY NO. 7:

27 The Responding Party objects to this Request, in whole or in part, on the
28 following grounds: Inadequate Description; Overbroad; Confidential Information;

1 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
2 Introduction, General Objections, and [Responding Party's] Definitions, stated
3 hereinabove (specifically including, without limitation, the Responding Party's
4 Objections to the Propounding Party's Definitions and Instructions, with regard to
5 any of the Defined terms utilized in the Requests).

6 By way of explanation, this Request is vague and ambiguous in its reference
7 to "sales," in that it is not clear whether this asks for unit sales, dollar value of sales,
8 sales of different configurations or products including GBMV1, etc. For purposes of
9 this jurisdictional discovery, must be limited to sales taking place in, or purchases
10 known to have been made by residents of, California, and income received from
11 California residents.

12 Subject to the foregoing objection(s), but without waiving the same in whole
13 or in part, the Responding Party responds to this Request as follows:

14 The Responding Party offers to meet and confer with the Propounding Party,
15 through counsel, at any mutually convenient time and in accordance with the Local
16 Rules, to attempt in good faith to resolve informally any differences or disputes that
17 may exist between the parties with respect to this Request and the aforestated
18 objections, and insofar as counsel are able to resolve the parties' differences
19 successfully by stipulation, the Responding Party shall be ready, willing and able to
20 provide such other relevant and non-privileged information as is called for by the
21 Request, as interpreted or modified per the parties' stipulation after meeting and
22 conferring, within a reasonable time thereafter.

23 INTERROGATORY NO. 8:

24 IDENTIFY the total amount of sales of each single on GBMV1.

25 RESPONSE TO INTERROGATORY NO. 8:

26 The Responding Party objects to this Request, in whole or in part, on the
27 following grounds: Inadequate Description; Overbroad; Confidential Information;
28 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the

1 Introduction, General Objections, and [Responding Party's] Definitions, stated
2 hereinabove (specifically including, without limitation, the Responding Party's
3 Objections to the Propounding Party's Definitions and Instructions, with regard to
4 any of the Defined terms utilized in the Requests).

5 By way of explanation, this Request is vague and ambiguous in its reference
6 to "sales," in that it is not clear whether this asks for unit sales, or dollar value of
7 sales. For purposes of this jurisdictional discovery, must be limited to sales taking
8 place in, or purchases known to have been made by residents of, California, and
9 income received from California residents.

10 Subject to the foregoing objection(s), but without waiving the same in whole
11 or in part, the Responding Party responds to this Request as follows:

12 The Responding Party offers to meet and confer with the Propounding Party,
13 through counsel, at any mutually convenient time and in accordance with the Local
14 Rules, to attempt in good faith to resolve informally any differences or disputes that
15 may exist between the parties with respect to this Request and the aforestated
16 objections, and insofar as counsel are able to resolve the parties' differences
17 successfully by stipulation, the Responding Party shall be ready, willing and able to
18 provide such other relevant and non-privileged information as is called for by the
19 Request, as interpreted or modified per the parties' stipulation after meeting and
20 conferring, within a reasonable time thereafter.

21 INTERROGATORY NO. 9:

22 IDENTIFY the total amount of profits, royalties and/or other compensation
23 YOU received from sales of GBMVI.

24 RESPONSE TO INTERROGATORY NO. 9:

25 The Responding Party objects to this Request, in whole or in part, on the
26 following grounds: Inadequate Description; Overbroad; Confidential Information;
27 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
28 Introduction, General Objections, and [Responding Party's] Definitions, stated

1 hereinabove (specifically including, without limitation, the Responding Party's
2 Objections to the Propounding Party's Definitions and Instructions, with regard to
3 any of the Defined terms utilized in the Requests).

4 By way of explanation, this Request is vague and ambiguous in its reference
5 to "sales," and in its use of the terms "profits, royalties and/or other compensation."
6 For purposes of this jurisdictional discovery, must be limited to sales taking place in,
7 or purchases known to have been made by residents of, California, and income
8 received from California residents.

9 Subject to the foregoing objection(s), but without waiving the same in whole
10 or in part, the Responding Party responds to this Request as follows:

11 The Responding Party offers to meet and confer with the Propounding Party,
12 through counsel, at any mutually convenient time and in accordance with the Local
13 Rules, to attempt in good faith to resolve informally any differences or disputes that
14 may exist between the parties with respect to this Request and the aforestated
15 objections, and insofar as counsel are able to resolve the parties' differences
16 successfully by stipulation, the Responding Party shall be ready, willing and able to
17 provide such other relevant and non-privileged information as is called for by the
18 Request, as interpreted or modified per the parties' stipulation after meeting and
19 conferring, within a reasonable time thereafter.

20 INTERROGATORY NO. 10:

21 IDENTIFY the total amount of profits, royalties and/or other compensation
22 YOU received from sales of each single on GBMVI.

23 RESPONSE TO INTERROGATORY NO. 10:

24 The Responding Party objects to this Request, in whole or in part, on the
25 following grounds: Inadequate Description; Overbroad; Confidential Information;
26 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
27 Introduction, General Objections, and [Responding Party's] Definitions, stated
28 hereinabove (specifically including, without limitation, the Responding Party's

1 Objections to the Propounding Party's Definitions and Instructions, with regard to
2 any of the Defined terms utilized in the Requests).

3 By way of explanation, this Request is vague and ambiguous in its reference
4 to "sales," and in its use of the terms "profits, royalties and/or other compensation."
5 For purposes of this jurisdictional discovery, must be limited to sales taking place in,
6 or purchases known to have been made by residents of, California, and income
7 received from California residents.

8 Subject to the foregoing objection(s), but without waiving the same in whole
9 or in part, the Responding Party responds to this Request as follows:

10 The Responding Party offers to meet and confer with the Propounding Party,
11 through counsel, at any mutually convenient time and in accordance with the Local
12 Rules, to attempt in good faith to resolve informally any differences or disputes that
13 may exist between the parties with respect to this Request and the aforestated
14 objections, and insofar as counsel are able to resolve the parties' differences
15 successfully by stipulation, the Responding Party shall be ready, willing and able to
16 provide such other relevant and non-privileged information as is called for by the
17 Request, as interpreted or modified per the parties' stipulation after meeting and
18 conferring, within a reasonable time thereafter.

19 INTERROGATORY NO. 11:

20 IDENTIFY all revenues from sales of tickets to events at which CARDI B
21 appeared in the State of California from January 1, 2016 through the present,
22 INCLUDING but not limited to the promotional tour for GBMV1 (the
23 "(Underestimated Tour").

24 RESPONSE TO INTERROGATORY NO. 11:

25 The Responding Party objects to this Request, in whole or in part, on the
26 following grounds: Inadequate Description; Overbroad; Confidential Information;
27 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
28 Introduction, General Objections, and [Responding Party's] Definitions, stated

1 hereinabove (specifically including, without limitation, the Responding Party's
2 Objections to the Propounding Party's Definitions and Instructions, with regard to
3 any of the Defined terms utilized in the Requests).

4 By way of explanation, this Request is vague and ambiguous in its reference
5 to "revenues." Irrelevant in so far as it refers to events at which the Responding Party
6 merely "appeared" (as opposed to performed, or events which featured the
7 Responding Party as a pre-arranged celebrity guest). For purposes of this
8 jurisdictional discovery, must be limited to events related to GBMV1.

9 Subject to the foregoing objection(s), but without waiving the same in whole
10 or in part, the Responding Party responds to this Request as follows:

11 The Responding Party offers to meet and confer with the Propounding Party,
12 through counsel, at any mutually convenient time and in accordance with the Local
13 Rules, to attempt in good faith to resolve informally any differences or disputes that
14 may exist between the parties with respect to this Request and the aforestated
15 objections, and insofar as counsel are able to resolve the parties' differences
16 successfully by stipulation, the Responding Party shall be ready, willing and able to
17 provide such other relevant and non-privileged information as is called for by the
18 Request, as interpreted or modified per the parties' stipulation after meeting and
19 conferring, within a reasonable time thereafter.

20 INTERROGATORY NO. 12:

21 IDENTIFY all profits that YOU or anyone on YOUR behalf earned from
22 events which CARDI B or YOU appeared and/or attended in order to promote
23 GBMV1.

24 RESPONSE TO INTERROGATORY NO. 12:

25 The Responding Party objects to this Request, in whole or in part, on the
26 following grounds: Inadequate Description; Overbroad; Confidential Information;
27 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
28 Introduction, General Objections, and [Responding Party's] Definitions, stated

1 hereinabove (specifically including, without limitation, the Responding Party's
2 Objections to the Propounding Party's Definitions and Instructions, with regard to
3 any of the Defined terms utilized in the Requests).

4 By way of explanation, this Request is vague and ambiguous in its reference
5 to "revenues." Irrelevant in so far as it refers to events at which the Responding Party
6 merely "appeared" (as opposed to performed, or events which featured the
7 Responding Party as a pre-arranged celebrity guest). For purposes of this
8 jurisdictional discovery, must be limited to events taking place in California.
9 Additionally, as to KSR and Washpoppin, vague and ambiguous as to whom is
10 referred to as "YOUR agent or employee."

11 Subject to the foregoing objection(s), but without waiving the same in whole
12 or in part, the Responding Party responds to this Request as follows:

13 The Responding Party offers to meet and confer with the Propounding Party,
14 through counsel, at any mutually convenient time and in accordance with the Local
15 Rules, to attempt in good faith to resolve informally any differences or disputes that
16 may exist between the parties with respect to this Request and the aforestated
17 objections, and insofar as counsel are able to resolve the parties' differences
18 successfully by stipulation, the Responding Party shall be ready, willing and able to
19 provide such other relevant and non-privileged information as is called for by the
20 Request, as interpreted or modified per the parties' stipulation after meeting and
21 conferring, within a reasonable time thereafter.

22 INTERROGATORY NO. 13:

23 IDENTIFY all contracts RELATED TO GBMV1, INCLUDING but not
24 limited to recording, COVER ART, concerts, travel, costume, hair and makeup, non-
25 concert appearances, licensing, and/or merchandising from January 1,2016 through
26 the present.

27 RESPONSE TO INTERROGATORY NO. 13:

28 The Responding Party objects to this Request, in whole or in part, on the

1 following grounds: Inadequate Description; Overbroad; Confidential Information;
2 Privacy; Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and
3 incorporates the Introduction, General Objections, and [Responding Party's]
4 Definitions, stated hereinabove (specifically including, without limitation, the
5 Responding Party's Objections to the Propounding Party's Definitions and
6 Instructions, with regard to any of the Defined terms utilized in the Requests).

7 By way of explanation, this Request is irrelevant, and for purposes of this
8 jurisdictional discovery may only relate to such contracts as were either executed in
9 California, to be performed in California, or entered into with persons known to be
10 residing in, or entities known to be domiciled in, California. Moreover, under the
11 Court's Order of May 3, 2018, this must exclude contracts with entities that merely
12 engaged in the online promotion, sale, and distribution of sound recordings such as
13 GBMV1, and that may happen to be organized, domiciled or located or doing
14 business in California

15 Subject to the foregoing objection(s), but without waiving the same in whole
16 or in part, the Responding Party responds to this Request as follows:

17 The Responding Party offers to meet and confer with the Propounding Party,
18 through counsel, at any mutually convenient time and in accordance with the Local
19 Rules, to attempt in good faith to resolve informally any differences or disputes that
20 may exist between the parties with respect to this Request and the aforestated
21 objections, and insofar as counsel are able to resolve the parties' differences
22 successfully by stipulation, the Responding Party shall be ready, willing and able to
23 provide such other relevant and non-privileged information as is called for by the
24 Request, as interpreted or modified per the parties' stipulation after meeting and
25 conferring, within a reasonable time thereafter.

26 INTERROGATORY NO. 14:

27 IDENTIFY the graphic designer(s) and/or photographer(s) who created the
28 COVER ART for GBMVI.

1 RESPONSE TO INTERROGATORY NO. 14:

2 The Responding Party objects to this Request, in whole or in part, on the
3 following grounds: Inadequate Description; Overbroad; Unduly Burdensome;
4 Impermissible Discovery; and incorporates the Introduction, General Objections, and
5 [Responding Party's] Definitions, stated hereinabove (specifically including,
6 without limitation, the Responding Party's Objections to the Propounding Party's
7 Definitions and Instructions, with regard to any of the Defined terms utilized in the
8 Requests).

9 By way of explanation, this Request is irrelevant. The identity of the graphic
10 designer and/or photographer is not a jurisdictional issue of fact, and was not among
11 the issues specified by the Court in its Order of May 23, 2018, as being properly the
12 subject of this jurisdictional discovery.

13 Subject to the foregoing objection(s), but without waiving the same in whole
14 or in part, the Responding Party responds to this Request as follows:

15 The Responding Party offers to meet and confer with the Propounding Party,
16 through counsel, at any mutually convenient time and in accordance with the Local
17 Rules, to attempt in good faith to resolve informally any differences or disputes that
18 may exist between the parties with respect to this Request and the aforestated
19 objections, and insofar as counsel are able to resolve the parties' differences
20 successfully by stipulation, the Responding Party shall be ready, willing and able to
21 provide such other relevant and non-privileged information as is called for by the
22 Request, as interpreted or modified per the parties' stipulation after meeting and
23 conferring, within a reasonable time thereafter.

24 INTERROGATORY NO. 15:

25 IDENTIFY all communications with the graphic designer(s) and/or
26 photographer(s) who created the COVER ART for GBMVI.

27 RESPONSE TO INTERROGATORY NO. 15:

28 The Responding Party objects to this Request, in whole or in part, on the

1 following grounds: Inadequate Description; Overbroad; Unduly Burdensome;
2 Impermissible Discovery; and incorporates the Introduction, General Objections, and
3 [Responding Party's] Definitions, stated hereinabove (specifically including,
4 without limitation, the Responding Party's Objections to the Propounding Party's
5 Definitions and Instructions, with regard to any of the Defined terms utilized in the
6 Requests).

7 By way of explanation, this Request is irrelevant. Communications with the
8 graphic designer and/or photographer are not a jurisdictional issue of fact, and were
9 not among the issues specified by the Court in its Order of May 23, 2018, as being
10 properly the subject of this jurisdictional discovery

11 Subject to the foregoing objection(s), but without waiving the same in whole
12 or in part, the Responding Party responds to this Request as follows:

13 The Responding Party offers to meet and confer with the Propounding Party,
14 through counsel, at any mutually convenient time and in accordance with the Local
15 Rules, to attempt in good faith to resolve informally any differences or disputes that
16 may exist between the parties with respect to this Request and the aforestated
17 objections, and insofar as counsel are able to resolve the parties' differences
18 successfully by stipulation, the Responding Party shall be ready, willing and able to
19 provide such other relevant and non-privileged information as is called for by the
20 Request, as interpreted or modified per the parties' stipulation after meeting and
21 conferring, within a reasonable time thereafter.

22
23 Dated: June 14, 2018

Respectfully Submitted,
ALAN G. DOWLING, P.C.

24
25
26 By: /s/ Alan G. Dowling
27 **Alan G. Dowling**
28 *Attorney for Defendants*

PROOF OF SERVICE

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1043 Pacific St., No. 1, Santa Monica, California 90405.

On June 18, 2018, I served the foregoing document, described as:
RESPONSE AND OBJECTIONS TO "PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES (JURISDICTIONAL) TO DEFENDANT BELCALIS ALMANZAR AKA CARDI B"

on each of the interested parties in this action, by the following means:

 IF PERSONAL SERVICE: I placed the original [or] X a true copy thereof enclosed in a sealed envelope addressed as set forth on the attached Service List, and caused the same to be delivered via messenger by hand to the offices of the addressee. *[For Personal Service signature must be that of messenger.]*

X **IF SERVICE BY MAIL:** I placed the original [or] X a true copy thereof enclosed in a sealed envelope addressed as set forth on the attached Service List, and deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Monica, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

 IF SERVICE BY FACSIMILE TRANSFER: On June 18, 2018, at or about a.m./ p.m. (i.e., between the hours of 9:00 a.m. and 5:00 p.m.), I transmitted by facsimile transfer ("fax") a copy of the foregoing document, from my fax machine the telephone number of which is (424) 238-5366, to each person ("fax recipient") indicated on the attached Service List on whom the foregoing document was thus served. The transmission was reported as complete and without error, and a copy of the transmission report so indicating was properly issued by the transmitting fax machine and is attached hereto. Service by fax is permissible in this action in that the parties thus served have agreed thereto and a written confirmation of that agreement has been obtained. The fax machine telephone number for the fax machine maintained by each fax recipient (and last given by each such person on any document which he or she has filed in this action and served on the party making this service) is as set forth on the attached Service List. I understand that (subject to the other provisions of C.C.P. § 1013 and C.R.C. Rule 2008) service by fax is complete at the time of transmission, i.e., at the time of receipt of the entire

1 document by the fax recipient's fax machine, and that service by fax that occurs
2 after 5:00 p.m. shall be deemed to have occurred on the next court day.

3 **COURTESY COPY SENT BY FACSIMILE TRANSFER ("FAX"):**

4 Concurrently with service by other means as indicated herein, I have also caused an
5 additional courtesy copy thereof to be transmitted by fax to said counsel, as
6 indicated on the attached Service List.

7 **COURTESY COPY SENT BY INTERNET ELECTRONIC MAIL**
8 **TRANSFER ("E-MAIL"):**

9 In addition to the foregoing, I caused a courtesy copy
10 thereof to be attached to an E-mail message, and thus transmitted by E-mail, to the
11 lead opposing counsel indicated below, at the email address customarily used by
12 said counsel heretofore in this action for sending and receiving communications.

Executed on June 18, 2018, at Santa Monica, California.

13 **X** **(Federal)** I declare under penalty of perjury under the laws of the United States
14 of America and the State of California that I am employed by the office of a member
15 of the bar of this Court at whose direction the service was made.

16 **X** **(California)** I declare under penalty of perjury under the laws of the State of
17 California that the above is true and correct.

18 Alan G. Dowling
19 ALAN G. DOWLING
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27
28

SERVICE LIST

Brophy v. Almanzar et al.

USDC, CD Cal, Case No. 8:17-cv-01885-CJC (JPRx)

Counsel and Party/Parties Represented:

A. Barry Cappello (CSB No. 037835)
abc@cappellonoel.com
Lawrence J. Conlan (CSB No. 221350)
lconlan@cappellonoel.com
Wendy D. Welkom (CSB No. 156345)
wwelkom@cappellonoel.com

CAPPELLO & NOËL LLP
831 State Street
Santa Barbara, CA 93101-3227
Telephone: (805)564-2444
Facsimile: (805)965-5950
Attorneys for Plaintiff

Service mailing address:

Lawrence J. Conlan, Esq.
CAPPELLO & NOËL LLP
831 State Street
Santa Barbara, CA 93101-3227

1 **Alan G. Dowling**
2 (California Bar No. 70686)
3 Email: agdowling@aol.com
4 **ALAN G. DOWLING,**
5 **A PROFESSIONAL CORPORATION**
6 1043 Pacific Street, No. 1
7 Santa Monica, California 90405
8 Telephone: (818) 679-6395
9 Fax: (424) 238-5366
10 *Attorney for Defendants*

11
12 **UNITED STATES DISTRICT COURT**
13
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16 KEVIN MICHAEL BROPHY, JR., an
17 individual,

18
19 Plaintiffs,
20 v.

21
22 BELCALIS ALMANZAR aka CARDI B,
23 an individual; KSR GROUP, LLC, a New
24 York limited liability company;
25 WASHPOPPIN, INC., a New York
26 corporation; and DOES 1-20, inclusive,

27
28 Defendants.

Case No. 8:17-cv-01885-CJC(JPRx)

Hon. Cormac J. Carney,
U.S. District Judge

**RESPONSE AND OBJECTIONS
TO "PLAINTIFF'S FIRST SET OF
SPECIAL INTERROGATORIES
(JURISDICTIONAL) TO
DEFENDANT KSR GROUP, LLC"**

1 PROPOUNDING PARTY: Plaintiff

2 RESPONDING PARTY: Defendant KSR GROUP, LLC

3 SET NO.: One

4 Defendant KSR GROUP, LLC (hereinafter "Defendant" or "the Responding
5 Party") hereby responds and objects as follows to **"PLAINTIFF'S FIRST SET
6 OF SPECIAL INTERROGATORIES (JURISDICTIONAL) TO
7 DEFENDANT KSR GROUP, LLC,"** dated May 14, 2018 (the "Requests"),
8 pursuant to Rule 33 of the Federal Rules of Civil Procedure.

9 INTRODUCTION, GENERAL OBJECTIONS AND DEFINITIONS

10 1. The Responding Party has not fully completed an investigation of all the
11 facts relating to the subject matter of this action, has not completed all discovery in
12 this action, and has not completed preparation for trial. All of the responses contained
13 herein are based only upon such information and documents as are presently available
14 to and specifically known to the Responding Party, and disclose only those facts and
15 documents that presently are known to and/or are available to the Responding Party.
16 It is anticipated that further independent investigation, discovery, legal research and
17 analysis may supply additional information, which may lead to substantial changes to
18 the responses set forth below. The following responses are consequently given
19 without prejudice to the right of the Responding Party to introduce evidence of any
20 subsequently discovered facts or documents which the Responding Party may later
21 obtain or recall.

22 2. The depositions of certain of the witnesses who would or possibly could
23 testify as to the subject matter of the within action have not yet been commenced. The
24 documents that would or could form the basis of certain responses are still in the
25 process of being discovered, and all such relevant documents may not have yet been
26 produced or examined. Further, the significance of documents in the possession of the
27 Responding Party, or presently in the possession of the Propounding Party or a third
28 party but not yet obtained from or produced by them, may only become apparent upon

1 reviewing them in the context of other documents which have not yet been obtained
2 or in the context of testimony not yet taken shedding light upon their relevance.

3 3. The Responding Party accordingly reserves the right to change any and
4 all responses set forth or referred to below, as additional facts may be ascertained,
5 documents discovered, analyses made, legal research completed, and contentions
6 made. The responses contained below are made in a good faith effort to supply as
7 much factual information and as much specification of the basis for legal contentions
8 as is presently known and available to the Responding Party, but should in no way be
9 construed to the prejudice of the Responding Party in relation to further investigation
10 and/or discovery.

11 4. This Responding Party's responses are made without waiver of, but,
12 on the contrary, are intended to preserve and do preserve the following rights:

13 a. the right to raise all questions of authenticity, foundation,
14 relevancy, materiality, privilege and admissibility as evidence for any purpose, of
15 the documents or information identified in response to the Requests, which may
16 arise in subsequent proceedings in, or trial of, this or any other action;

17 b. the right to object on any ground to the introduction into
18 evidence of, or the use of, said documents or information identified in response to
19 the Requests in any subsequent proceedings in, or trial of, this or any other action;

20 c. the right to object on any ground at any time to other document
21 requests or discovery involving said documents or information; and

22 d. the right to amend or supplement this response in the event that
23 any document or information is in the Responding Party's possession, custody or
24 control, but is unintentionally omitted from production at this time. Additionally,
25 inadvertent identification or production of privileged documents or information by
26 the Responding Party is not intended as, and shall not be construed as, a waiver of
27 any applicable privilege.

28 5. This Responding Party further specifically objects to each and every

1 discovery Request in the set to which this response is directed, to the extent that it:

2 a. seeks documents or information which are protected by the
3 attorney-client privilege or the attorney work product doctrine, or by the right of
4 privacy provided for in the Constitution of the United States of America or the
5 Constitution of the State of California, or which are by law otherwise privileged or
6 exempt from discovery;

7 b. attempts or purports to seek the disclosure of documents or
8 information to which the Propounding Party has access or which the Propounding
9 Party has already obtained;

10 c. attempts or purports to impose obligations on the Responding
11 Party exceeding those imposed or authorized by the Federal Rules of Civil
12 Procedure and/or the applicable Local Rules of the Court before which this action
13 is pending; or

14 d. seeks information, or documents generated, outside the time
15 period relevant to this action or otherwise beyond the scope of the issues relevant
16 to this action.

17 6. The Responding Party further objects to any of the requests which seek
18 discovery of communications with or the opinions of any expert(s) not designated
19 to testify on behalf of the Responding Party in this action, as such information is
20 not discoverable under applicable law.

21 7. For purposes of the following responses to requests for production of
22 documents and things, and the objections stated therein, the following terms shall
23 have the following meanings:

24 a. **"Inadequate Description"** shall signify an objection on the
25 grounds that the Request does not describe the information, documents or
26 matter sought with reasonable particularity (including, without limitation,
27 where the Request taken as a whole, or the terminology used therein, is
28 vague, ambiguous or unintelligible);

1 b. **"Irrelevant"** shall signify an objection on the grounds that the
2 Request seeks matter that is irrelevant to the subject matter of this action and
3 not calculated to lead to the discovery of admissible evidence;

4 b. **"Overbroad"** shall signify an objection on the grounds that the
5 Request is overbroad in scope, either with reference to time period, subject
6 matter, or otherwise;

7 c. **"Attorney-Client-Privilege"** shall signify an objection on the
8 grounds that the Request calls for production of documents and things
9 protected by the attorney-client-privilege;

10 d. **"Attorney Work Product"** shall signify an objection on the
11 grounds that the Request calls for production of documents and things
12 protected by the attorney work product doctrine;

13 e. **"Confidential Information"** shall signify an objection on the
14 grounds that the Request improperly calls for discovery of confidential
15 business, financial, proprietary, trade secret or other sensitive information or
16 documents, the disclosure of which would be harmful to the Responding
17 Party or a third party;

18 f. **"Tax Returns"** shall signify an objection on the grounds that
19 the Request improperly seeks production of documents and things protected
20 by the privilege against disclosure of the contents of income tax returns;

21 g. **"Privacy"** shall signify an objection on the grounds that the
22 Request calls for production of documents and things protected against
23 discovery by the Responding Party's right of privacy.

24 h. **"Unduly Burdensome"** shall signify an objection on the
25 grounds that the Request improperly seeks production of information,
26 documents and things, or other matter, already been produced to the
27 Propounding Party, or already in its possession, or available to the
28 Propounding Party as readily and at approximately equal expense and trouble

1 as it would be for the Responding Party to obtain and provide them, and/or
2 in the context of this case, and in light of any other objections interposed,
3 would impose an undue burden, expense or effort upon the Responding Party,
4 or unduly intrude into matters protected by the right of privacy;

5 j. **"Impermissible Discovery"** shall signify an objection on the
6 grounds that the Request exceeds the scope of permissible discovery as
7 defined by the applicable provisions of the California Code of Civil
8 Procedure; and

9 k. **"CC 3294-3295"** shall signify an objection on the grounds that
10 the Request improperly seeks production of documents and things
11 concerning the Responding Party's financial condition, in contravention of
12 (and without the Propounding Party having met the prerequisites of)
13 California Civil Code Sections 3294-3295.

14 8. The Responding Party objects to the so-called "Definitions and
15 Instructions" set forth in the Requests, as follows:

16 a. Definition and Instruction No. 1 is vague and ambiguous (in
17 particular, but without limitation, in regard to what is meant by
18 "representatives and other persons acting on behalf of CARDI B, and the
19 sources within the control of CARDI B"); compound and confusing, in that it
20 requires the Responding Party to answer each interrogatory with reference to
21 at least seven categories of persons, and innumerable unnamed individuals;
22 and, in so far as it is compound, this set of discovery requests taken as a whole
23 far exceeds the statutory limit of 25 interrogatories, including subparts
24 [F.R.Civ.P. 33(a)(1)]. The Responding Party will take this definition as merely
25 meaning and referring to Defendant BELCALIS ALMANZAR aka CARDI B.

26 b. Definition and Instruction No. 2 is vague and ambiguous (in
27 particular, but without limitation, in regard to what is meant by "its affiliates,
28 partners, parents, subsidiaries, past or present agents, past or present attorneys,

1 servants, employees, representatives, or others acting at their direction”);
2 compound and confusing, in that it requires the Responding Party to answer
3 each interrogatory with reference to at least thirteen categories of persons, and
4 innumerable unnamed individuals; and, in so far as it is compound, this set of
5 discovery requests taken as a whole far exceeds the statutory limit of 25
6 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)]. The Responding
7 Party will take this definition as merely meaning and referring to Defendant
8 KSR GROUP, LLC.

9 c. Definition and Instruction No. 4 is vague and ambiguous (in
10 particular, but without limitation, in regard to what is meant by “its affiliates,
11 partners, parents, subsidiaries, past or present agents, past or present attorneys,
12 servants, employees, representatives, or others acting at their direction”);
13 compound and confusing, in that it requires the Responding Party to answer
14 each interrogatory with reference to at least thirteen categories of persons, and
15 innumerable unnamed individuals; and, in so far as it is compound, this set of
16 discovery requests taken as a whole far exceeds the statutory limit of 25
17 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)]. The Responding
18 Party will take this definition as merely meaning and referring to Defendant
19 WASHPOPPIN, INC.

20 d. Definition and Instruction No. 6 is confusing and open-ended.

21 e. Definition and Instruction No. 7 is vague and ambiguous (in
22 particular, but without limitation, in regard to what is meant by “concerning,
23 regarding, referring, describing, pertaining to, evidencing, constituting, or in
24 any way related to, directly or indirectly” and how those terms are
25 distinguishable, one from the others); compound and confusing, in that it
26 requires the Responding Party to speculate as to the meaning and distinctions
27 between the numerous separate terms included in the definition and to attempt
28 to apply them in responding to each of the separate interrogatories; and, in so

1 far as it is compound, this set of discovery requests taken as a whole far
2 exceeds the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
3 33(a)(1)]. The Responding Party will interpret this definition as consisting
4 merely of the defined term, “related.”

5 f. Definition and Instruction No. 8 is compound and confusing, in
6 that it requires the Responding Party to speculate as to the meaning and
7 distinctions between the numerous separate terms included in the definition
8 and to attempt to apply them in responding to each of the separate discovery
9 requests; and, in so far as it is compound, this set of discovery requests taken
10 as a whole far exceeds the statutory limit of 25 interrogatories, including
11 subparts [F.R.Civ.P. 33(a)(1)]. The Responding Party will interpret this
12 definition as consisting merely of the terms “writing,” “recording,”
13 “photograph,” “original” and “duplicate,” as defined in Federal Rules of
14 Evidence 1001.

15 g. Definition and Instruction No. 9 is vague and ambiguous (in
16 particular, but without limitation, in its reference, with regard to “ESI,” to
17 numerous technological and computer software-related terms of art,
18 abbreviations and extensions, which presumes a degree of knowledge and
19 expertise that neither the Defendants, nor their counsel, claim to possess);
20 compound and confusing, in that it requires the Responding Party to speculate
21 as to the meaning and distinctions between the numerous separate terms
22 included in the definitions of “DOCUMENTS” and “ESI” and to attempt to
23 apply them in responding to each of the separate discovery requests; and, in so
24 far as it is compound, this set of discovery requests taken as a whole far
25 exceeds the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
26 33(a)(1)]. The Responding Party will interpret this definition as consisting
27 merely to “writings,” “recordings,” “photographs,” “originals” and
28 “duplicates,” as defined in Federal Rules of Evidence 1001, that have been

1 stored electronically, e.g., in, on or by means of a computer.

2 h. Definition and Instruction No. 10 is vague and ambiguous (in
3 particular, but without limitation, in its reference to numerous technological
4 and computer software-related terms of art, abbreviations and extensions,
5 which presumes a degree of knowledge and expertise that neither the
6 Defendants, nor their counsel, claim to possess); also vague and ambiguous in
7 its reference to things “within the possession, custody or control of sources and
8 persons with YOUR control, including any of YOUR attorneys, agents and
9 other sources within YOUR control;” violative of attorney client privilege and
10 work product doctrines in seeking information in gross from Defendants’
11 attorneys; compound and confusing, in that it requires the Responding Party
12 to speculate as to the meaning and distinctions between the numerous separate
13 terms included in the definition and to attempt to apply them in responding to
14 each of the separate discovery requests; and, in so far as it is compound, this
15 set of discovery requests taken as a whole far exceeds the statutory limit of 25
16 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)].

17 i. Definition and Instruction No. 11 is vague and ambiguous (in
18 particular, but without limitation, in its reference to “upgrades, enhancements,
19 new versions, patches and fixes” of software); also, not an interrogatory-
20 related definition, but a document request, on its face, inappropriate to a set of
21 interrogatories.

22 j. Definition and Instruction No. 13 is unduly burdensome and
23 oppressive, in that this would require Defendants to “IDENTIFY” in detail
24 each document they are simultaneously being requested to produce by means
25 of Plaintiff’s simultaneous requests for production of documents and things for
26 inspection and copying. All documents, not privileged or otherwise
27 objectionable, which are produced will speak for themselves and be the best
28 evidence of their own contents. Further, this definition constitutes an

1 additional, “universal” interrogatory, implicit in each other numbered one to
2 which it pertains, in calling for “any information necessary to allow that
3 DOCUMENT to be the subject of a request for production,” i.e. what amounts
4 to a privilege log, even for documents that are produced. Thus, this definition,
5 in its effect, causes this set of discovery requests taken as a whole far exceeds
6 the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
7 33(a)(1)].

8 k. Definition and Instruction No. 18 is vague and ambiguous (in
9 particular, but without limitation, it its failure to sufficiently define what
10 constitutes “any . . . internet website, and any other online account held by
11 YOU”); compound and confusing, in its reference to several different forms of
12 social media, both by name and by vague reference, thus requiring speculation;
13 and, in so far as it is compound, this set of discovery requests taken as a whole
14 far exceeds the statutory limit of 25 interrogatories, including subparts
15 [F.R.Civ.P. 33(a)(1)]. As worded, this definition could be read to call for
16 production of information concerning untold numbers and kinds of internet-
17 accessible files and records concerning each Defendant’s banking, financial,
18 health, commercial (e.g. retail transactions), governmental (e.g., taxes) and
19 personal information, *inter alia*.

20 l. Definition and Instruction No. 19 is unduly burdensome and
21 harassing in purporting to call for a “privilege” log in the vent information is
22 not produced on grounds of privilege, work product “*or otherwise.*” There is
23 no legal requirement for the Responding Party to provide a “privilege log,” in
24 response to an interrogatory, identifying with specificity all information not
25 produced, regardless of the basis. Fruther, in so far as it purports to call for
26 the Responding Party to state “the specific grounds upon which YOUR
27 objection and privilege claim is based (including each and every fact and legal
28 basis upon which YOU claim such privilege,” it constitutes an additional

1 interrogatory implicit in each of the separate numbered interrogatories; and its
2 reference, then, to the "date of creation, author, [and] recipients" of
3 information, as distinguished from documents, is vague, ambiguous, confusing
4 and unintelligible. Thus, this definition, in its effect, causes this set of
5 discovery requests taken as a whole far exceeds the statutory limit of 25
6 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)].

7 9. Wherever objections have been interposed, the Responding Party offers
8 to meet and confer with the Propounding Party, through counsel, at any mutually
9 convenient time and in accordance with the Local Rules, to attempt in good faith to
10 resolve informally any differences or disputes that may exist between the parties with
11 respect to the Request and the stated objections. Assuming that such "meet and
12 confer" takes place in a timely fashion, and to the extent it is successful in resolving
13 differences, the Responding Party stands ready, willing and able to complete
14 discovery as to the relevant and non-privileged information called for by the Request
15 (subject, of course, to any stipulations entered into as a result of the "meet and
16 confer").

17 10. The Responding Party has already delivered to the Propounding Party
18 for consideration a proposed form of Stipulated Protective Order embodying typical
19 terms of such an order that have been previously approved by federal district courts
20 in this District. In so far as the Responding Party has interposed objections based on
21 grounds of "Confidential Information" or "Privacy," the Responding Party will
22 produce non-privileged documents or information, as the case may be, responsive to
23 these discovery Requests, upon the issuance and filing by the Court of such a
24 protective order either pursuant to the Parties' stipulation to the terms of such an
25 order or upon motion of any of the Parties.

26 11. No response or objection (or production of documents or things in
27 response to) any of the Requests is intended as, nor shall it be construed as, a waiver
28 by the Responding Party of all or any part of any objection to that or any other

1 Request, or an admission of the existence of any fact set forth in or assumed by that
2 or any other Request, or an admission that such response or objection constitutes
3 admissible evidence.

4 12. Delineation of the Court's Limitation on Jurisdictional Issues Subject to
5 This Discovery. By its "Order Denying Without Prejudice Defendants' Motion to
6 Dismiss and Granting Plaintiff's Request for Jurisdictional Discovery," dated May
7 3, 2018, Docket No. 36, the Court ordered the parties to engage in, and complete,
8 within 90 days from the date of the Order, good faith "limited jurisdictional discovery
9 *on the issues identified in this order.*" The Order specified only the following issues
10 for purposes of such discovery: with regard to personal jurisdiction, "to clarify (1)
11 the extent of Defendants' business and presence in California, and (2) any
12 relationship between the Gangsta Bitch cover and California" (Order, p. 10); and,
13 with regard to subject matter jurisdiction, "to clarify whether the amount-in-
14 controversy has been met" (Order, p. 11).

15 13. Each of the foregoing items set forth in this Paragraph is incorporated
16 by reference in the responses to specific Requests, below.

17 **RESPONSES TO SPECIFIC INTERROGATORIES**
18 **INTERROGATORY NO. 1:**

19 State all dates on which YOU were physically present in the State of California
20 from January 1, 2016 through the present.

21 **RESPONSE TO INTERROGATORY NO. 1:**

22 The Responding Party objects to this Request, in whole or in part, on the
23 following grounds: Inadequate Description; and incorporates the Introduction,
24 General Objections, and [Responding Party's] Definitions, stated hereinabove
25 (specifically including, without limitation, the Responding Party's Objections to the
26 Propounding Party's Definitions and Instructions, with regard to any of the Defined
27 terms utilized in the Requests).

28 Subject to the foregoing objection(s), but without waiving the same in whole

1 or in part, the Responding Party responds to this Request as follows:

2 The Responding Party offers to meet and confer with the Propounding Party,
3 through counsel, at any mutually convenient time and in accordance with the Local
4 Rules, to attempt in good faith to resolve informally any differences or disputes that
5 may exist between the parties with respect to this Request and the aforestated
6 objections, and insofar as counsel are able to resolve the parties' differences
7 successfully by stipulation, the Responding Party shall be ready, willing and able to
8 provide such other relevant and non-privileged information as is called for by the
9 Request, as interpreted or modified per the parties' stipulation after meeting and
10 conferring, within a reasonable time thereafter.

11 INTERROGATORY NO. 2:

12 List all of YOUR SOCIAL MEDIA ACCOUNTS.

13 RESPONSE TO INTERROGATORY NO. 2:

14 The Responding Party objects to this Request, in whole or in part, on the
15 following grounds: Inadequate Description; Overbroad; Confidential Information;
16 Privacy; Unduly Burdensome; Impermissible Discovery; and incorporates the
17 Introduction, General Objections, and [Responding Party's] Definitions, stated
18 hereinabove (specifically including, without limitation, the Responding Party's
19 Objections to the Propounding Party's Definitions and Instructions, with regard to
20 any of the Defined terms utilized in the Requests).

21 By way of explanation, for purposes of this jurisdictional discovery, must be
22 limited to those accounts targeted at California or its residents, and having to do with
23 GBMV1.

24 Subject to the foregoing objection(s), but without waiving the same in whole
25 or in part, the Responding Party responds to this Request as follows:

26 The Responding Party offers to meet and confer with the Propounding Party,
27 through counsel, at any mutually convenient time and in accordance with the Local
28 Rules, to attempt in good faith to resolve informally any differences or disputes that

1 may exist between the parties with respect to this Request and the aforestated
2 objections, and insofar as counsel are able to resolve the parties' differences
3 successfully by stipulation, the Responding Party shall be ready, willing and able to
4 provide such other relevant and non-privileged information as is called for by the
5 Request, as interpreted or modified per the parties' stipulation after meeting and
6 conferring, within a reasonable time thereafter.

7 INTERROGATORY NO. 3:

8 Describe in detail all marketing strategies YOU used to market GBMV1 to
9 California residents.

10 RESPONSE TO INTERROGATORY NO. 3:

11 The Responding Party objects to this Request, in whole or in part, on the
12 following grounds: Inadequate Description; Overbroad; Confidential Information;
13 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
14 General Objections, and [Responding Party's] Definitions, stated hereinabove
15 (specifically including, without limitation, the Responding Party's Objections to the
16 Propounding Party's Definitions and Instructions, with regard to any of the Defined
17 terms utilized in the Requests).

18 By way of explanation, this Request is vague and ambiguous in its reference
19 to "marketing strategies."

20 Subject to the foregoing objection(s), but without waiving the same in whole
21 or in part, the Responding Party responds to this Request as follows:

22 The Responding Party offers to meet and confer with the Propounding Party,
23 through counsel, at any mutually convenient time and in accordance with the Local
24 Rules, to attempt in good faith to resolve informally any differences or disputes that
25 may exist between the parties with respect to this Request and the aforestated
26 objections, and insofar as counsel are able to resolve the parties' differences
27 successfully by stipulation, the Responding Party shall be ready, willing and able to
28 provide such other relevant and non-privileged information as is called for by the

1 Request, as interpreted or modified per the parties' stipulation after meeting and
2 conferring, within a reasonable time thereafter.

3 INTERROGATORY NO. 4:

4 Describe in detail all marketing strategies YOU used to market GBMV1.

5 RESPONSE TO INTERROGATORY NO. 4:

6 The Responding Party objects to this Request, in whole or in part, on the
7 following grounds: Inadequate Description; Overbroad; Confidential Information;
8 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
9 General Objections, and [Responding Party's] Definitions, stated hereinabove
10 (specifically including, without limitation, the Responding Party's Objections to the
11 Propounding Party's Definitions and Instructions, with regard to any of the Defined
12 terms utilized in the Requests).

13 By way of explanation, this Request is vague and ambiguous in its reference
14 to "marketing strategies;" its definition and description of "marketing strategies" is
15 irrelevant to jurisdictional issues; and, for purposes of this jurisdictional discovery,
16 must be limited to such matters as targeted California or its residents.

17 Subject to the foregoing objection(s), but without waiving the same in whole
18 or in part, the Responding Party responds to this Request as follows:

19 The Responding Party offers to meet and confer with the Propounding Party,
20 through counsel, at any mutually convenient time and in accordance with the Local
21 Rules, to attempt in good faith to resolve informally any differences or disputes that
22 may exist between the parties with respect to this Request and the aforestated
23 objections, and insofar as counsel are able to resolve the parties' differences
24 successfully by stipulation, the Responding Party shall be ready, willing and able to
25 provide such other relevant and non-privileged information as is called for by the
26 Request, as interpreted or modified per the parties' stipulation after meeting and
27 conferring, within a reasonable time thereafter.

28 INTERROGATORY NO. 5:

1 IDENTIFY all posts on YOUR SOCIAL MEDIA ACCOUNTS in which YOU
2 promoted an event that CARDI B would be attending in California.

3 RESPONSE TO INTERROGATORY NO. 5:

4 The Responding Party objects to this Request, in whole or in part, on the
5 following grounds: Inadequate Description; Overbroad; Tax Returns; Privacy;
6 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
7 General Objections, and [Responding Party's] Definitions, stated hereinabove
8 (specifically including, without limitation, the Responding Party's Objections to the
9 Propounding Party's Definitions and Instructions, with regard to any of the Defined
10 terms utilized in the Requests).

11 By way of explanation, this Request is vague and ambiguous in its reference
12 to "posts" and "promoted."

13 Subject to the foregoing objection(s), but without waiving the same in whole
14 or in part, the Responding Party responds to this Request as follows:

15 The Responding Party offers to meet and confer with the Propounding Party,
16 through counsel, at any mutually convenient time and in accordance with the Local
17 Rules, to attempt in good faith to resolve informally any differences or disputes that
18 may exist between the parties with respect to this Request and the aforestated
19 objections, and insofar as counsel are able to resolve the parties' differences
20 successfully by stipulation, the Responding Party shall be ready, willing and able to
21 provide such other relevant and non-privileged information as is called for by the
22 Request, as interpreted or modified per the parties' stipulation after meeting and
23 conferring, within a reasonable time thereafter.

24 INTERROGATORY NO. 6:

25 IDENTIFY all geographical places in the State of California YOU visited from
26 January 1, 2016 through the present, and the dates YOU visited them.

27 RESPONSE TO INTERROGATORY NO. 6:

28 The Responding Party objects to this Request, in whole or in part, on the

1 following grounds: Inadequate Description; Overbroad; Privacy; Unduly
2 Burdensome; Impermissible Discovery; and incorporates the Introduction, General
3 Objections, and [Responding Party's] Definitions, stated hereinabove (specifically
4 including, without limitation, the Responding Party's Objections to the Propounding
5 Party's Definitions and Instructions, with regard to any of the Defined terms utilized
6 in the Requests).

7 By way of explanation, this Request is, as to dates, duplicative of Special
8 Interrogatory No. 1. By "geographical places" the Responding Party will interpret
9 this as calling for naming of cities. Additionally, as to KSR and Washpoppin, this is
10 vague and ambiguous as to whom is referred to as "YOUR agent or employee."

11 Subject to the foregoing objection(s), but without waiving the same in whole
12 or in part, the Responding Party responds to this Request as follows:

13 The Responding Party offers to meet and confer with the Propounding Party,
14 through counsel, at any mutually convenient time and in accordance with the Local
15 Rules, to attempt in good faith to resolve informally any differences or disputes that
16 may exist between the parties with respect to this Request and the aforestated
17 objections, and insofar as counsel are able to resolve the parties' differences
18 successfully by stipulation, the Responding Party shall be ready, willing and able to
19 provide such other relevant and non-privileged information as is called for by the
20 Request, as interpreted or modified per the parties' stipulation after meeting and
21 conferring, within a reasonable time thereafter.

22 INTERROGATORY NO. 7:

23 IDENTIFY the total amount of sales of GBMV1.

24 RESPONSE TO INTERROGATORY NO. 7:

25 The Responding Party objects to this Request, in whole or in part, on the
26 following grounds: Inadequate Description; Overbroad; Confidential Information;
27 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
28 Introduction, General Objections, and [Responding Party's] Definitions, stated

1 hereinabove (specifically including, without limitation, the Responding Party's
2 Objections to the Propounding Party's Definitions and Instructions, with regard to
3 any of the Defined terms utilized in the Requests).

4 By way of explanation, this Request is vague and ambiguous in its reference
5 to "sales," in that it is not clear whether this asks for unit sales, dollar value of sales,
6 sales of different configurations or products including GBMV1, etc. For purposes of
7 this jurisdictional discovery, must be limited to sales taking place in, or purchases
8 known to have been made by residents of, California, and income received from
9 California residents.

10 Subject to the foregoing objection(s), but without waiving the same in whole
11 or in part, the Responding Party responds to this Request as follows:

12 The Responding Party offers to meet and confer with the Propounding Party,
13 through counsel, at any mutually convenient time and in accordance with the Local
14 Rules, to attempt in good faith to resolve informally any differences or disputes that
15 may exist between the parties with respect to this Request and the aforestated
16 objections, and insofar as counsel are able to resolve the parties' differences
17 successfully by stipulation, the Responding Party shall be ready, willing and able to
18 provide such other relevant and non-privileged information as is called for by the
19 Request, as interpreted or modified per the parties' stipulation after meeting and
20 conferring, within a reasonable time thereafter.

21 INTERROGATORY NO. 8:

22 IDENTIFY the total amount of sales of each single on GBMV1.

23 RESPONSE TO INTERROGATORY NO. 8:

24 The Responding Party objects to this Request, in whole or in part, on the
25 following grounds: Inadequate Description; Overbroad; Confidential Information;
26 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
27 Introduction, General Objections, and [Responding Party's] Definitions, stated
28 hereinabove (specifically including, without limitation, the Responding Party's

1 Objections to the Propounding Party's Definitions and Instructions, with regard to
2 any of the Defined terms utilized in the Requests).

3 By way of explanation, this Request is vague and ambiguous in its reference
4 to "sales," in that it is not clear whether this asks for unit sales, or dollar value of
5 sales. For purposes of this jurisdictional discovery, must be limited to sales taking
6 place in, or purchases known to have been made by residents of, California, and
7 income received from California residents.

8 Subject to the foregoing objection(s), but without waiving the same in whole
9 or in part, the Responding Party responds to this Request as follows:

10 The Responding Party offers to meet and confer with the Propounding Party,
11 through counsel, at any mutually convenient time and in accordance with the Local
12 Rules, to attempt in good faith to resolve informally any differences or disputes that
13 may exist between the parties with respect to this Request and the aforestated
14 objections, and insofar as counsel are able to resolve the parties' differences
15 successfully by stipulation, the Responding Party shall be ready, willing and able to
16 provide such other relevant and non-privileged information as is called for by the
17 Request, as interpreted or modified per the parties' stipulation after meeting and
18 conferring, within a reasonable time thereafter.

19 INTERROGATORY NO. 9:

20 IDENTIFY the total amount of profits, royalties and/or other compensation
21 YOU received from sales of GBMV1.

22 RESPONSE TO INTERROGATORY NO. 9:

23 The Responding Party objects to this Request, in whole or in part, on the
24 following grounds: Inadequate Description; Overbroad; Confidential Information;
25 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
26 Introduction, General Objections, and [Responding Party's] Definitions, stated
27 hereinabove (specifically including, without limitation, the Responding Party's
28 Objections to the Propounding Party's Definitions and Instructions, with regard to

1 any of the Defined terms utilized in the Requests).

2 By way of explanation, this Request is vague and ambiguous in its reference
3 to "sales," and in its use of the terms "profits, royalties and/or other compensation."
4 For purposes of this jurisdictional discovery, must be limited to sales taking place in,
5 or purchases known to have been made by residents of, California, and income
6 received from California residents.

7 Subject to the foregoing objection(s), but without waiving the same in whole
8 or in part, the Responding Party responds to this Request as follows:

9 The Responding Party offers to meet and confer with the Propounding Party,
10 through counsel, at any mutually convenient time and in accordance with the Local
11 Rules, to attempt in good faith to resolve informally any differences or disputes that
12 may exist between the parties with respect to this Request and the aforestated
13 objections, and insofar as counsel are able to resolve the parties' differences
14 successfully by stipulation, the Responding Party shall be ready, willing and able to
15 provide such other relevant and non-privileged information as is called for by the
16 Request, as interpreted or modified per the parties' stipulation after meeting and
17 conferring, within a reasonable time thereafter.

18 INTERROGATORY NO. 10:

19 IDENTIFY the total amount of profits, royalties and/or other compensation
20 YOU received from sales of each single on GBMVI.

21 RESPONSE TO INTERROGATORY NO. 10:

22 The Responding Party objects to this Request, in whole or in part, on the
23 following grounds: Inadequate Description; Overbroad; Confidential Information;
24 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
25 Introduction, General Objections, and [Responding Party's] Definitions, stated
26 hereinabove (specifically including, without limitation, the Responding Party's
27 Objections to the Propounding Party's Definitions and Instructions, with regard to
28 any of the Defined terms utilized in the Requests).

1 By way of explanation, this Request is vague and ambiguous in its reference
2 to "sales," and in its use of the terms "profits, royalties and/or other compensation."
3 For purposes of this jurisdictional discovery, must be limited to sales taking place in,
4 or purchases known to have been made by residents of, California, and income
5 received from California residents.

6 Subject to the foregoing objection(s), but without waiving the same in whole
7 or in part, the Responding Party responds to this Request as follows:

8 The Responding Party offers to meet and confer with the Propounding Party,
9 through counsel, at any mutually convenient time and in accordance with the Local
10 Rules, to attempt in good faith to resolve informally any differences or disputes that
11 may exist between the parties with respect to this Request and the aforestated
12 objections, and insofar as counsel are able to resolve the parties' differences
13 successfully by stipulation, the Responding Party shall be ready, willing and able to
14 provide such other relevant and non-privileged information as is called for by the
15 Request, as interpreted or modified per the parties' stipulation after meeting and
16 conferring, within a reasonable time thereafter.

17 INTERROGATORY NO. 11:

18 IDENTIFY all revenues from sales of tickets to events at which CARDI B
19 appeared in the State of California from January 1, 2016 through the present,
20 INCLUDING but not limited to the promotional tour for GBMV1 (the
21 "(Underestimated Tour)").

22 RESPONSE TO INTERROGATORY NO. 11:

23 The Responding Party objects to this Request, in whole or in part, on the
24 following grounds: Inadequate Description; Overbroad; Confidential Information;
25 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
26 Introduction, General Objections, and [Responding Party's] Definitions, stated
27 hereinabove (specifically including, without limitation, the Responding Party's
28 Objections to the Propounding Party's Definitions and Instructions, with regard to

1 any of the Defined terms utilized in the Requests).

2 By way of explanation, this Request is vague and ambiguous in its reference
3 to “revenues.” Irrelevant in so far as it refers to events at which the Responding Party
4 merely “appeared” (as opposed to performed, or events which featured the
5 Responding Party as a pre-arranged celebrity guest). For purposes of this
6 jurisdictional discovery, must be limited to events related to GBMV1.

7 Subject to the foregoing objection(s), but without waiving the same in whole
8 or in part, the Responding Party responds to this Request as follows:

9 The Responding Party offers to meet and confer with the Propounding Party,
10 through counsel, at any mutually convenient time and in accordance with the Local
11 Rules, to attempt in good faith to resolve informally any differences or disputes that
12 may exist between the parties with respect to this Request and the aforestated
13 objections, and insofar as counsel are able to resolve the parties' differences
14 successfully by stipulation, the Responding Party shall be ready, willing and able to
15 provide such other relevant and non-privileged information as is called for by the
16 Request, as interpreted or modified per the parties' stipulation after meeting and
17 conferring, within a reasonable time thereafter.

18 INTERROGATORY NO. 12:

19 IDENTIFY all profits that YOU or anyone on YOUR behalf earned from
20 events which CARDI B or YOU appeared and/or attended in order to promote
21 GBMV1.

22 RESPONSE TO INTERROGATORY NO. 12:

23 The Responding Party objects to this Request, in whole or in part, on the
24 following grounds: Inadequate Description; Overbroad; Confidential Information;
25 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
26 Introduction, General Objections, and [Responding Party's] Definitions, stated
27 hereinabove (specifically including, without limitation, the Responding Party's
28 Objections to the Propounding Party's Definitions and Instructions, with regard to

1 any of the Defined terms utilized in the Requests).

2 By way of explanation, this Request is vague and ambiguous in its reference
3 to "revenues." Irrelevant in so far as it refers to events at which the Responding Party
4 merely "appeared" (as opposed to performed, or events which featured the
5 Responding Party as a pre-arranged celebrity guest). For purposes of this
6 jurisdictional discovery, must be limited to events taking place in California.
7 Additionally, as to KSR and Washpoppin, vague and ambiguous as to whom is
8 referred to as "YOUR agent or employee."

9 Subject to the foregoing objection(s), but without waiving the same in whole
10 or in part, the Responding Party responds to this Request as follows:

11 The Responding Party offers to meet and confer with the Propounding Party,
12 through counsel, at any mutually convenient time and in accordance with the Local
13 Rules, to attempt in good faith to resolve informally any differences or disputes that
14 may exist between the parties with respect to this Request and the aforestated
15 objections, and insofar as counsel are able to resolve the parties' differences
16 successfully by stipulation, the Responding Party shall be ready, willing and able to
17 provide such other relevant and non-privileged information as is called for by the
18 Request, as interpreted or modified per the parties' stipulation after meeting and
19 conferring, within a reasonable time thereafter.

20 INTERROGATORY NO. 13:

21 IDENTIFY all contracts RELATED TO GBMV1, INCLUDING but not
22 limited to recording, COVER ART, concerts, travel, costume, hair and makeup, non-
23 concert appearances, licensing, and/or merchandising from January 1,2016 through
24 the present.

25 RESPONSE TO INTERROGATORY NO. 13:

26 The Responding Party objects to this Request, in whole or in part, on the
27 following grounds: Inadequate Description; Overbroad; Confidential Information;
28 Privacy; Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and

1 incorporates the Introduction, General Objections, and [Responding Party's]
2 Definitions, stated hereinabove (specifically including, without limitation, the
3 Responding Party's Objections to the Propounding Party's Definitions and
4 Instructions, with regard to any of the Defined terms utilized in the Requests).

5 By way of explanation, this Request is irrelevant, and for purposes of this
6 jurisdictional discovery may only relate to such contracts as were either executed in
7 California, to be performed in California, or entered into with persons known to be
8 residing in, or entities known to be domiciled in, California. Moreover, under the
9 Court's Order of May 3, 2018, this must exclude contracts with entities that merely
10 engaged in the online promotion, sale, and distribution of sound recordings such as
11 GBMV1, and that may happen to be organized, domiciled or located or doing
12 business in California

13 Subject to the foregoing objection(s), but without waiving the same in whole
14 or in part, the Responding Party responds to this Request as follows:

15 The Responding Party offers to meet and confer with the Propounding Party,
16 through counsel, at any mutually convenient time and in accordance with the Local
17 Rules, to attempt in good faith to resolve informally any differences or disputes that
18 may exist between the parties with respect to this Request and the aforestated
19 objections, and insofar as counsel are able to resolve the parties' differences
20 successfully by stipulation, the Responding Party shall be ready, willing and able to
21 provide such other relevant and non-privileged information as is called for by the
22 Request, as interpreted or modified per the parties' stipulation after meeting and
23 conferring, within a reasonable time thereafter.

24 INTERROGATORY NO. 14:

25 IDENTIFY the graphic designer(s) and/or photographer(s) who created the
26 COVER ART for GBMVI.

27 RESPONSE TO INTERROGATORY NO. 14:

28 The Responding Party objects to this Request, in whole or in part, on the

1 following grounds: Inadequate Description; Overbroad; Unduly Burdensome;
2 Impermissible Discovery; and incorporates the Introduction, General Objections, and
3 [Responding Party's] Definitions, stated hereinabove (specifically including,
4 without limitation, the Responding Party's Objections to the Propounding Party's
5 Definitions and Instructions, with regard to any of the Defined terms utilized in the
6 Requests).

7 By way of explanation, this Request is irrelevant. The identity of the graphic
8 designer and/or photographer is not a jurisdictional issue of fact, and was not among
9 the issues specified by the Court in its Order of May 23, 2018, as being properly the
10 subject of this jurisdictional discovery.

11 Subject to the foregoing objection(s), but without waiving the same in whole
12 or in part, the Responding Party responds to this Request as follows:

13 The Responding Party offers to meet and confer with the Propounding Party,
14 through counsel, at any mutually convenient time and in accordance with the Local
15 Rules, to attempt in good faith to resolve informally any differences or disputes that
16 may exist between the parties with respect to this Request and the aforestated
17 objections, and insofar as counsel are able to resolve the parties' differences
18 successfully by stipulation, the Responding Party shall be ready, willing and able to
19 provide such other relevant and non-privileged information as is called for by the
20 Request, as interpreted or modified per the parties' stipulation after meeting and
21 conferring, within a reasonable time thereafter.

22 INTERROGATORY NO. 15:

23 IDENTIFY all communications with the graphic designer(s) and/or
24 photographer(s) who created the COVER ART for GBMVI.

25 RESPONSE TO INTERROGATORY NO. 15:

26 The Responding Party objects to this Request, in whole or in part, on the
27 following grounds: Inadequate Description; Overbroad; Unduly Burdensome;
28 Impermissible Discovery; and incorporates the Introduction, General Objections, and

1 [Responding Party's] Definitions, stated hereinabove (specifically including,
2 without limitation, the Responding Party's Objections to the Propounding Party's
3 Definitions and Instructions, with regard to any of the Defined terms utilized in the
4 Requests).

5 By way of explanation, this Request is irrelevant. Communications with the
6 graphic designer and/or photographer are not a jurisdictional issue of fact, and were
7 not among the issues specified by the Court in its Order of May 23, 2018, as being
8 properly the subject of this jurisdictional discovery

9 Subject to the foregoing objection(s), but without waiving the same in whole
10 or in part, the Responding Party responds to this Request as follows:

11 The Responding Party offers to meet and confer with the Propounding Party,
12 through counsel, at any mutually convenient time and in accordance with the Local
13 Rules, to attempt in good faith to resolve informally any differences or disputes that
14 may exist between the parties with respect to this Request and the aforestated
15 objections, and insofar as counsel are able to resolve the parties' differences
16 successfully by stipulation, the Responding Party shall be ready, willing and able to
17 provide such other relevant and non-privileged information as is called for by the
18 Request, as interpreted or modified per the parties' stipulation after meeting and
19 conferring, within a reasonable time thereafter.

20
21 Dated: June 14, 2018

Respectfully Submitted,

ALAN G. DOWLING, P.C.

By: /s/ Alan G. Dowling

Alan G. Dowling

Attorney for Defendants

PROOF OF SERVICE

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1043 Pacific St., No. 1, Santa Monica, California 90405.

On June 18, 2018, I served the foregoing document, described as:
RESPONSE AND OBJECTIONS TO "PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES (JURISDICTIONAL) TO DEFENDANT KSR GROUP, LLC"

on each of the interested parties in this action, by the following means:

 IF PERSONAL SERVICE: I placed the original [or] X a true copy thereof enclosed in a sealed envelope addressed as set forth on the attached Service List, and caused the same to be delivered via messenger by hand to the offices of the addressee. *[For Personal Service signature must be that of messenger.]*

X **IF SERVICE BY MAIL:** I placed the original [or] X a true copy thereof enclosed in a sealed envelope addressed as set forth on the attached Service List, and deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Monica, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

 IF SERVICE BY FACSIMILE TRANSFER: On June 18, 2018, at or about a.m./ p.m. (i.e., between the hours of 9:00 a.m. and 5:00 p.m.), I transmitted by facsimile transfer ("fax") a copy of the foregoing document, from my fax machine the telephone number of which is (424) 238-5366, to each person ("fax recipient") indicated on the attached Service List on whom the foregoing document was thus served. The transmission was reported as complete and without error, and a copy of the transmission report so indicating was properly issued by the transmitting fax machine and is attached hereto. Service by fax is permissible in this action in that the parties thus served have agreed thereto and a written confirmation of that agreement has been obtained. The fax machine telephone number for the fax machine maintained by each fax recipient (and last given by each such person on any document which he or she has filed in this action and served on the party making this service) is as set forth on the attached Service List. I understand that (subject to the other provisions of C.C.P. § 1013 and C.R.C. Rule 2008) service by fax is complete at the time of transmission, i.e., at the time of receipt of the entire

1 document by the fax recipient's fax machine, and that service by fax that occurs
2 after 5:00 p.m. shall be deemed to have occurred on the next court day.

3 **COURTESY COPY SENT BY FACSIMILE TRANSFER ("FAX"):**

4 Concurrently with service by other means as indicated herein, I have also caused an
5 additional courtesy copy thereof to be transmitted by fax to said counsel, as
6 indicated on the attached Service List.

7 **COURTESY COPY SENT BY INTERNET ELECTRONIC MAIL**
8 **TRANSFER ("E-MAIL"):**

9 In addition to the foregoing, I caused a courtesy copy
10 thereof to be attached to an E-mail message, and thus transmitted by E-mail, to the
11 lead opposing counsel indicated below, at the email address customarily used by
12 said counsel heretofore in this action for sending and receiving communications.

Executed on June 18, 2018, at Santa Monica, California.

13 **(Federal)** I declare under penalty of perjury under the laws of the United States
14 of America and the State of California that I am employed by the office of a member
15 of the bar of this Court at whose direction the service was made.

16 **X (California)** I declare under penalty of perjury under the laws of the State of
17 California that the above is true and correct.

18 Alan G. Dowling
19 ALAN G. DOWLING
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27
28

SERVICE LIST

Brophy v. Almanzar et al.

USDC, CD Cal, Case No. 8:17-cv-01885-CJC (JPRx)

Counsel and Party/Parties Represented:

A. Barry Cappello (CSB No. 037835)
abc@cappellonoel.com
Lawrence J. Conlan (CSB No. 221350)
lconlan@cappellonoel.com
Wendy D. Welkom (CSB No. 156345)
wwelkom@cappellonoel.com

CAPPELLO & NOËL LLP

831 State Street
Santa Barbara, CA 93101-3227
Telephone: (805)564-2444
Facsimile: (805)965-5950

Attorneys for Plaintiff

Service mailing address:

Lawrence J. Conlan, Esq.
CAPPELLO & NOËL LLP
831 State Street
Santa Barbara, CA 93101-3227

1 **Alan G. Dowling**
2 (California Bar No. 70686)
3 Email: agdowling@aol.com
4 **ALAN G. DOWLING,**
5 **A PROFESSIONAL CORPORATION**
6 1043 Pacific Street, No. 1
7 Santa Monica, California 90405
8 Telephone: (818) 679-6395
9 Fax: (424) 238-5366
10 *Attorney for Defendants*

11
12 **UNITED STATES DISTRICT COURT**
13
14 **CENTRAL DISTRICT OF CALIFORNIA**
15

16 KEVIN MICHAEL BROPHY, JR., an
17 individual,

18 Plaintiffs,

19 v.

20 BELCALIS ALMANZAR aka CARDI B,
21 an individual; KSR GROUP, LLC, a New
22 York limited liability company;
23 WASHPOPPIN, INC., a New York
24 corporation; and DOES 1-20, inclusive,

25 Defendants.
26
27
28

Case No. 8:17-cv-01885-CJC(JPRx)

Hon. Cormac J. Carney,
U.S. District Judge

**RESPONSE AND OBJECTIONS
TO "PLAINTIFF'S FIRST SET OF
SPECIAL INTERROGATORIES
(JURISDICTIONAL) TO
DEFENDANT WASHPOPPIN,
INC."**

1 PROPOUNDING PARTY: Plaintiff

2 RESPONDING PARTY: Defendant WASHPOPPIN, INC.

3 SET NO.: One

4 Defendant WASHPOPPIN, INC. (hereinafter "Defendant" or "the
5 Responding Party") hereby responds and objects as follows to "**PLAINTIFF'S
6 FIRST SET OF SPECIAL INTERROGATORIES (JURISDICTIONAL) TO
7 DEFENDANT WASHPOPPIN, INC.,**" dated May 14, 2018 (the "Requests"),
8 pursuant to Rule 33 of the Federal Rules of Civil Procedure.

9 INTRODUCTION, GENERAL OBJECTIONS AND DEFINITIONS

10 1. The Responding Party has not fully completed an investigation of all the
11 facts relating to the subject matter of this action, has not completed all discovery in
12 this action, and has not completed preparation for trial. All of the responses contained
13 herein are based only upon such information and documents as are presently available
14 to and specifically known to the Responding Party, and disclose only those facts and
15 documents that presently are known to and/or are available to the Responding Party.
16 It is anticipated that further independent investigation, discovery, legal research and
17 analysis may supply additional information, which may lead to substantial changes to
18 the responses set forth below. The following responses are consequently given
19 without prejudice to the right of the Responding Party to introduce evidence of any
20 subsequently discovered facts or documents which the Responding Party may later
21 obtain or recall.

22 2. The depositions of certain of the witnesses who would or possibly could
23 testify as to the subject matter of the within action have not yet been commenced. The
24 documents that would or could form the basis of certain responses are still in the
25 process of being discovered, and all such relevant documents may not have yet been
26 produced or examined. Further, the significance of documents in the possession of the
27 Responding Party, or presently in the possession of the Propounding Party or a third
28 party but not yet obtained from or produced by them, may only become apparent upon

1 reviewing them in the context of other documents which have not yet been obtained
2 or in the context of testimony not yet taken shedding light upon their relevance.

3 3. The Responding Party accordingly reserves the right to change any and
4 all responses set forth or referred to below, as additional facts may be ascertained,
5 documents discovered, analyses made, legal research completed, and contentions
6 made. The responses contained below are made in a good faith effort to supply as
7 much factual information and as much specification of the basis for legal contentions
8 as is presently known and available to the Responding Party, but should in no way be
9 construed to the prejudice of the Responding Party in relation to further investigation
10 and/or discovery.

11 4. This Responding Party's responses are made without waiver of, but,
12 on the contrary, are intended to preserve and do preserve the following rights:

13 a. the right to raise all questions of authenticity, foundation,
14 relevancy, materiality, privilege and admissibility as evidence for any purpose, of
15 the documents or information identified in response to the Requests, which may
16 arise in subsequent proceedings in, or trial of, this or any other action;

17 b. the right to object on any ground to the introduction into
18 evidence of, or the use of, said documents or information identified in response to
19 the Requests in any subsequent proceedings in, or trial of, this or any other action;

20 c. the right to object on any ground at any time to other document
21 requests or discovery involving said documents or information; and

22 d. the right to amend or supplement this response in the event that
23 any document or information is in the Responding Party's possession, custody or
24 control, but is unintentionally omitted from production at this time. Additionally,
25 inadvertent identification or production of privileged documents or information by
26 the Responding Party is not intended as, and shall not be construed as, a waiver of
27 any applicable privilege.

28 5. This Responding Party further specifically objects to each and every

1 discovery Request in the set to which this response is directed, to the extent that it:

2 a. seeks documents or information which are protected by the
3 attorney-client privilege or the attorney work product doctrine, or by the right of
4 privacy provided for in the Constitution of the United States of America or the
5 Constitution of the State of California, or which are by law otherwise privileged or
6 exempt from discovery;

7 b. attempts or purports to seek the disclosure of documents or
8 information to which the Propounding Party has access or which the Propounding
9 Party has already obtained;

10 c. attempts or purports to impose obligations on the Responding
11 Party exceeding those imposed or authorized by the Federal Rules of Civil
12 Procedure and/or the applicable Local Rules of the Court before which this action
13 is pending; or

14 d. seeks information, or documents generated, outside the time
15 period relevant to this action or otherwise beyond the scope of the issues relevant
16 to this action.

17 6. The Responding Party further objects to any of the requests which seek
18 discovery of communications with or the opinions of any expert(s) not designated
19 to testify on behalf of the Responding Party in this action, as such information is
20 not discoverable under applicable law.

21 7. For purposes of the following responses to requests for production of
22 documents and things, and the objections stated therein, the following terms shall
23 have the following meanings:

24 a. **"Inadequate Description"** shall signify an objection on the
25 grounds that the Request does not describe the information, documents or
26 matter sought with reasonable particularity (including, without limitation,
27 where the Request taken as a whole, or the terminology used therein, is
28 vague, ambiguous or unintelligible);

1 b. **"Irrelevant"** shall signify an objection on the grounds that the
2 Request seeks matter that is irrelevant to the subject matter of this action and
3 not calculated to lead to the discovery of admissible evidence;

4 b. **"Overbroad"** shall signify an objection on the grounds that the
5 Request is overbroad in scope, either with reference to time period, subject
6 matter, or otherwise;

7 c. **"Attorney-Client-Privilege"** shall signify an objection on the
8 grounds that the Request calls for production of documents and things
9 protected by the attorney-client-privilege;

10 d. **"Attorney Work Product"** shall signify an objection on the
11 grounds that the Request calls for production of documents and things
12 protected by the attorney work product doctrine;

13 e. **"Confidential Information"** shall signify an objection on the
14 grounds that the Request improperly calls for discovery of confidential
15 business, financial, proprietary, trade secret or other sensitive information or
16 documents, the disclosure of which would be harmful to the Responding
17 Party or a third party;

18 f. **"Tax Returns"** shall signify an objection on the grounds that
19 the Request improperly seeks production of documents and things protected
20 by the privilege against disclosure of the contents of income tax returns;

21 g. **"Privacy"** shall signify an objection on the grounds that the
22 Request calls for production of documents and things protected against
23 discovery by the Responding Party's right of privacy.

24 h. **"Unduly Burdensome"** shall signify an objection on the
25 grounds that the Request improperly seeks production of information,
26 documents and things, or other matter, already been produced to the
27 Propounding Party, or already in its possession, or available to the
28 Propounding Party as readily and at approximately equal expense and trouble

1 as it would be for the Responding Party to obtain and provide them, and/or
2 in the context of this case, and in light of any other objections interposed,
3 would impose an undue burden, expense or effort upon the Responding Party,
4 or unduly intrude into matters protected by the right of privacy;

5 j. **"Impermissible Discovery"** shall signify an objection on the
6 grounds that the Request exceeds the scope of permissible discovery as
7 defined by the applicable provisions of the California Code of Civil
8 Procedure; and

9 k. **"CC 3294-3295"** shall signify an objection on the grounds that
10 the Request improperly seeks production of documents and things
11 concerning the Responding Party's financial condition, in contravention of
12 (and without the Propounding Party having met the prerequisites of)
13 California Civil Code Sections 3294-3295.

14 8. The Responding Party objects to the so-called "Definitions and
15 Instructions" set forth in the Requests, as follows:

16 a. Definition and Instruction No. 1 is vague and ambiguous (in
17 particular, but without limitation, in regard to what is meant by
18 "representatives and other persons acting on behalf of CARDI B, and the
19 sources within the control of CARDI B"); compound and confusing, in that it
20 requires the Responding Party to answer each interrogatory with reference to
21 at least seven categories of persons, and innumerable unnamed individuals;
22 and, in so far as it is compound, this set of discovery requests taken as a whole
23 far exceeds the statutory limit of 25 interrogatories, including subparts
24 [F.R.Civ.P. 33(a)(1)]. The Responding Party will take this definition as merely
25 meaning and referring to Defendant BELCALIS ALMANZAR aka CARDI B.

26 b. Definition and Instruction No. 2 is vague and ambiguous (in
27 particular, but without limitation, in regard to what is meant by "its affiliates,
28 partners, parents, subsidiaries, past or present agents, past or present attorneys,

1 servants, employees, representatives, or others acting at their direction”);
2 compound and confusing, in that it requires the Responding Party to answer
3 each interrogatory with reference to at least thirteen categories of persons, and
4 innumerable unnamed individuals; and, in so far as it is compound, this set of
5 discovery requests taken as a whole far exceeds the statutory limit of 25
6 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)]. The Responding
7 Party will take this definition as merely meaning and referring to Defendant
8 KSR GROUP, LLC.

9 c. Definition and Instruction No. 3 is vague and ambiguous (in
10 particular, but without limitation, in regard to what is meant by “its affiliates,
11 partners, parents, subsidiaries, past or present agents, past or present attorneys,
12 servants, employees, representatives, or others acting at their direction”);
13 compound and confusing, in that it requires the Responding Party to answer
14 each interrogatory with reference to at least thirteen categories of persons, and
15 innumerable unnamed individuals; and, in so far as it is compound, this set of
16 discovery requests taken as a whole far exceeds the statutory limit of 25
17 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)]. The Responding
18 Party will take this definition as merely meaning and referring to Defendant
19 WASHPOPPIN, INC.

20 d. Definition and Instruction No. 6 is confusing and open-ended.

21 e. Definition and Instruction No. 7 is vague and ambiguous (in
22 particular, but without limitation, in regard to what is meant by “concerning,
23 regarding, referring, describing, pertaining to, evidencing, constituting, or in
24 any way related to, directly or indirectly” and how those terms are
25 distinguishable, one from the others); compound and confusing, in that it
26 requires the Responding Party to speculate as to the meaning and distinctions
27 between the numerous separate terms included in the definition and to attempt
28 to apply them in responding to each of the separate interrogatories; and, in so

1 far as it is compound, this set of discovery requests taken as a whole far
2 exceeds the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
3 33(a)(1)]. The Responding Party will interpret this definition as consisting
4 merely of the defined term, "related."

5 f. Definition and Instruction No. 8 is compound and confusing, in
6 that it requires the Responding Party to speculate as to the meaning and
7 distinctions between the numerous separate terms included in the definition
8 and to attempt to apply them in responding to each of the separate discovery
9 requests; and, in so far as it is compound, this set of discovery requests taken
10 as a whole far exceeds the statutory limit of 25 interrogatories, including
11 subparts [F.R.Civ.P. 33(a)(1)]. The Responding Party will interpret this
12 definition as consisting merely of the terms "writing," "recording,"
13 "photograph," "original" and "duplicate," as defined in Federal Rules of
14 Evidence 1001.

15 g. Definition and Instruction No. 9 is vague and ambiguous (in
16 particular, but without limitation, in its reference, with regard to "ESI," to
17 numerous technological and computer software-related terms of art,
18 abbreviations and extensions, which presumes a degree of knowledge and
19 expertise that neither the Defendants, nor their counsel, claim to possess);
20 compound and confusing, in that it requires the Responding Party to speculate
21 as to the meaning and distinctions between the numerous separate terms
22 included in the definitions of "DOCUMENTS" and "ESI" and to attempt to
23 apply them in responding to each of the separate discovery requests; and, in so
24 far as it is compound, this set of discovery requests taken as a whole far
25 exceeds the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
26 33(a)(1)]. The Responding Party will interpret this definition as consisting
27 merely to "writings," "recordings," "photographs," "originals" and
28 "duplicates," as defined in Federal Rules of Evidence 1001, that have been

1 stored electronically, e.g., in, on or by means of a computer.

2 h. Definition and Instruction No. 10 is vague and ambiguous (in
3 particular, but without limitation, in its reference to numerous technological
4 and computer software-related terms of art, abbreviations and extensions,
5 which presumes a degree of knowledge and expertise that neither the
6 Defendants, nor their counsel, claim to possess); also vague and ambiguous in
7 its reference to things “within the possession, custody or control of sources and
8 persons with YOUR control, including any of YOUR attorneys, agents and
9 other sources within YOUR control;” violative of attorney client privilege and
10 work product doctrines in seeking information in gross from Defendants’
11 attorneys; compound and confusing, in that it requires the Responding Party
12 to speculate as to the meaning and distinctions between the numerous separate
13 terms included in the definition and to attempt to apply them in responding to
14 each of the separate discovery requests; and, in so far as it is compound, this
15 set of discovery requests taken as a whole far exceeds the statutory limit of 25
16 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)].

17 i. Definition and Instruction No. 11 is vague and ambiguous (in
18 particular, but without limitation, in its reference to “upgrades, enhancements,
19 new versions, patches and fixes” of software); also, not an interrogatory-
20 related definition, but a document request, on its face, inappropriate to a set of
21 interrogatories.

22 j. Definition and Instruction No. 13 is unduly burdensome and
23 oppressive, in that this would require Defendants to “IDENTIFY” in detail
24 each document they are simultaneously being requested to produce by means
25 of Plaintiff’s simultaneous requests for production of documents and things for
26 inspection and copying. All documents, not privileged or otherwise
27 objectionable, which are produced will speak for themselves and be the best
28 evidence of their own contents. Further, this definition constitutes an

1 additional, “universal” interrogatory, implicit in each other numbered one to
2 which it pertains, in calling for “any information necessary to allow that
3 DOCUMENT to be the subject of a request for production,” i.e. what amounts
4 to a privilege log, even for documents that are produced. Thus, this definition,
5 in its effect, causes this set of discovery requests taken as a whole far exceeds
6 the statutory limit of 25 interrogatories, including subparts [F.R.Civ.P.
7 33(a)(1)].

8 k. Definition and Instruction No. 18 is vague and ambiguous (in
9 particular, but without limitation, it its failure to sufficiently define what
10 constitutes “any . . . internet website, and any other online account held by
11 YOU”); compound and confusing, in its reference to several different forms of
12 social media, both by name and by vague reference, thus requiring speculation;
13 and, in so far as it is compound, this set of discovery requests taken as a whole
14 far exceeds the statutory limit of 25 interrogatories, including subparts
15 [F.R.Civ.P. 33(a)(1)]. As worded, this definition could be read to call for
16 production of information concerning untold numbers and kinds of internet-
17 accessible files and records concerning each Defendant’s banking, financial,
18 health, commercial (e.g. retail transactions), governmental (e.g., taxes) and
19 personal information, *inter alia*.

20 l. Definition and Instruction No. 19 is unduly burdensome and
21 harassing in purporting to call for a “privilege” log in the vent information is
22 not produced on grounds of privilege, work product “*or otherwise.*” There is
23 no legal requirement for the Responding Party to provide a “privilege log,” in
24 response to an interrogatory, identifying with specificity all information not
25 produced, regardless of the basis. Fruther, in so far as it purports to call for
26 the Responding Party to state “the specific grounds upon which YOUR
27 objection and privilege claim is based (including each and every fact and legal
28 basis upon which YOU claim such privilege,” it constitutes an additional

1 interrogatory implicit in each of the separate numbered interrogatories; and its
2 reference, then, to the "date of creation, author, [and] recipients" of
3 information, as distinguished from documents, is vague, ambiguous, confusing
4 and unintelligible. Thus, this definition, in its effect, causes this set of
5 discovery requests taken as a whole far exceeds the statutory limit of 25
6 interrogatories, including subparts [F.R.Civ.P. 33(a)(1)].

7 9. Wherever objections have been interposed, the Responding Party offers
8 to meet and confer with the Propounding Party, through counsel, at any mutually
9 convenient time and in accordance with the Local Rules, to attempt in good faith to
10 resolve informally any differences or disputes that may exist between the parties with
11 respect to the Request and the stated objections. Assuming that such "meet and
12 confer" takes place in a timely fashion, and to the extent it is successful in resolving
13 differences, the Responding Party stands ready, willing and able to complete
14 discovery as to the relevant and non-privileged information called for by the Request
15 (subject, of course, to any stipulations entered into as a result of the "meet and
16 confer").

17 10. The Responding Party has already delivered to the Propounding Party
18 for consideration a proposed form of Stipulated Protective Order embodying typical
19 terms of such an order that have been previously approved by federal district courts
20 in this District. In so far as the Responding Party has interposed objections based on
21 grounds of "Confidential Information" or "Privacy," the Responding Party will
22 produce non-privileged documents or information, as the case may be, responsive to
23 these discovery Requests, upon the issuance and filing by the Court of such a
24 protective order either pursuant to the Parties' stipulation to the terms of such an
25 order or upon motion of any of the Parties.

26 11. No response or objection (or production of documents or things in
27 response to) any of the Requests is intended as, nor shall it be construed as, a waiver
28 by the Responding Party of all or any part of any objection to that or any other

1 Request, or an admission of the existence of any fact set forth in or assumed by that
2 or any other Request, or an admission that such response or objection constitutes
3 admissible evidence.

4 12. Delineation of the Court's Limitation on Jurisdictional Issues Subject to
5 This Discovery. By its "Order Denying Without Prejudice Defendants' Motion to
6 Dismiss and Granting Plaintiff's Request for Jurisdictional Discovery," dated May
7 3, 2018, Docket No. 36, the Court ordered the parties to engage in, and complete,
8 within 90 days from the date of the Order, good faith "limited jurisdictional discovery
9 *on the issues identified in this order.*" The Order specified only the following issues
10 for purposes of such discovery: with regard to personal jurisdiction, "to clarify (1)
11 the extent of Defendants' business and presence in California, and (2) any
12 relationship between the Gangsta Bitch cover and California" (Order, p. 10); and,
13 with regard to subject matter jurisdiction, "to clarify whether the amount-in-
14 controversy has been met" (Order, p. 11).

15 13. Each of the foregoing items set forth in this Paragraph is incorporated
16 by reference in the responses to specific Requests, below.

17 **RESPONSES TO SPECIFIC INTERROGATORIES**
18 **INTERROGATORY NO. 1:**

19 State all dates on which YOU were physically present in the State of California
20 from January 1, 2016 through the present.

21 **RESPONSE TO INTERROGATORY NO. 1:**

22 The Responding Party objects to this Request, in whole or in part, on the
23 following grounds: Inadequate Description; and incorporates the Introduction,
24 General Objections, and [Responding Party's] Definitions, stated hereinabove
25 (specifically including, without limitation, the Responding Party's Objections to the
26 Propounding Party's Definitions and Instructions, with regard to any of the Defined
27 terms utilized in the Requests).

28 Subject to the foregoing objection(s), but without waiving the same in whole

1 or in part, the Responding Party responds to this Request as follows:

2 The Responding Party offers to meet and confer with the Propounding Party,
3 through counsel, at any mutually convenient time and in accordance with the Local
4 Rules, to attempt in good faith to resolve informally any differences or disputes that
5 may exist between the parties with respect to this Request and the aforesated
6 objections, and insofar as counsel are able to resolve the parties' differences
7 successfully by stipulation, the Responding Party shall be ready, willing and able to
8 provide such other relevant and non-privileged information as is called for by the
9 Request, as interpreted or modified per the parties' stipulation after meeting and
10 conferring, within a reasonable time thereafter.

11 INTERROGATORY NO. 2:

12 List all of YOUR SOCIAL MEDIA ACCOUNTS.

13 RESPONSE TO INTERROGATORY NO. 2:

14 The Responding Party objects to this Request, in whole or in part, on the
15 following grounds: Inadequate Description; Overbroad; Confidential Information;
16 Privacy; Unduly Burdensome; Impermissible Discovery; and incorporates the
17 Introduction, General Objections, and [Responding Party's] Definitions, stated
18 hereinabove (specifically including, without limitation, the Responding Party's
19 Objections to the Propounding Party's Definitions and Instructions, with regard to
20 any of the Defined terms utilized in the Requests).

21 By way of explanation, for purposes of this jurisdictional discovery, must be
22 limited to those accounts targeted at California or its residents, and having to do with
23 GBMV1.

24 Subject to the foregoing objection(s), but without waiving the same in whole
25 or in part, the Responding Party responds to this Request as follows:

26 The Responding Party offers to meet and confer with the Propounding Party,
27 through counsel, at any mutually convenient time and in accordance with the Local
28 Rules, to attempt in good faith to resolve informally any differences or disputes that

1 may exist between the parties with respect to this Request and the aforestated
2 objections, and insofar as counsel are able to resolve the parties' differences
3 successfully by stipulation, the Responding Party shall be ready, willing and able to
4 provide such other relevant and non-privileged information as is called for by the
5 Request, as interpreted or modified per the parties' stipulation after meeting and
6 conferring, within a reasonable time thereafter.

7 INTERROGATORY NO. 3:

8 Describe in detail all marketing strategies YOU used to market GBMV1 to
9 California residents.

10 RESPONSE TO INTERROGATORY NO. 3:

11 The Responding Party objects to this Request, in whole or in part, on the
12 following grounds: Inadequate Description; Overbroad; Confidential Information;
13 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
14 General Objections, and [Responding Party's] Definitions, stated hereinabove
15 (specifically including, without limitation, the Responding Party's Objections to the
16 Propounding Party's Definitions and Instructions, with regard to any of the Defined
17 terms utilized in the Requests).

18 By way of explanation, this Request is vague and ambiguous in its reference
19 to "marketing strategies."

20 Subject to the foregoing objection(s), but without waiving the same in whole
21 or in part, the Responding Party responds to this Request as follows:

22 The Responding Party offers to meet and confer with the Propounding Party,
23 through counsel, at any mutually convenient time and in accordance with the Local
24 Rules, to attempt in good faith to resolve informally any differences or disputes that
25 may exist between the parties with respect to this Request and the aforestated
26 objections, and insofar as counsel are able to resolve the parties' differences
27 successfully by stipulation, the Responding Party shall be ready, willing and able to
28 provide such other relevant and non-privileged information as is called for by the

1 Request, as interpreted or modified per the parties' stipulation after meeting and
2 conferring, within a reasonable time thereafter.

3 INTERROGATORY NO. 4:

4 Describe in detail all marketing strategies YOU used to market GBMV1.

5 RESPONSE TO INTERROGATORY NO. 4:

6 The Responding Party objects to this Request, in whole or in part, on the
7 following grounds: Inadequate Description; Overbroad; Confidential Information;
8 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
9 General Objections, and [Responding Party's] Definitions, stated hereinabove
10 (specifically including, without limitation, the Responding Party's Objections to the
11 Propounding Party's Definitions and Instructions, with regard to any of the Defined
12 terms utilized in the Requests).

13 By way of explanation, this Request is vague and ambiguous in its reference
14 to "marketing strategies;" its definition and description of "marketing strategies" is
15 irrelevant to jurisdictional issues; and, for purposes of this jurisdictional discovery,
16 must be limited to such matters as targeted California or its residents.

17 Subject to the foregoing objection(s), but without waiving the same in whole
18 or in part, the Responding Party responds to this Request as follows:

19 The Responding Party offers to meet and confer with the Propounding Party,
20 through counsel, at any mutually convenient time and in accordance with the Local
21 Rules, to attempt in good faith to resolve informally any differences or disputes that
22 may exist between the parties with respect to this Request and the aforesated
23 objections, and insofar as counsel are able to resolve the parties' differences
24 successfully by stipulation, the Responding Party shall be ready, willing and able to
25 provide such other relevant and non-privileged information as is called for by the
26 Request, as interpreted or modified per the parties' stipulation after meeting and
27 conferring, within a reasonable time thereafter.

28 INTERROGATORY NO. 5:

1 IDENTIFY all posts on YOUR SOCIAL MEDIA ACCOUNTS in which YOU
2 promoted an event that CARDI B would be attending in California.

3 RESPONSE TO INTERROGATORY NO. 5:

4 The Responding Party objects to this Request, in whole or in part, on the
5 following grounds: Inadequate Description; Overbroad; Tax Returns; Privacy;
6 Unduly Burdensome; Impermissible Discovery; and incorporates the Introduction,
7 General Objections, and [Responding Party's] Definitions, stated hereinabove
8 (specifically including, without limitation, the Responding Party's Objections to the
9 Propounding Party's Definitions and Instructions, with regard to any of the Defined
10 terms utilized in the Requests).

11 By way of explanation, this Request is vague and ambiguous in its reference
12 to "posts" and "promoted."

13 Subject to the foregoing objection(s), but without waiving the same in whole
14 or in part, the Responding Party responds to this Request as follows:

15 The Responding Party offers to meet and confer with the Propounding Party,
16 through counsel, at any mutually convenient time and in accordance with the Local
17 Rules, to attempt in good faith to resolve informally any differences or disputes that
18 may exist between the parties with respect to this Request and the aforestated
19 objections, and insofar as counsel are able to resolve the parties' differences
20 successfully by stipulation, the Responding Party shall be ready, willing and able to
21 provide such other relevant and non-privileged information as is called for by the
22 Request, as interpreted or modified per the parties' stipulation after meeting and
23 conferring, within a reasonable time thereafter.

24 INTERROGATORY NO. 6:

25 IDENTIFY all geographical places in the State of California YOU visited from
26 January 1, 2016 through the present, and the dates YOU visited them.

27 RESPONSE TO INTERROGATORY NO. 6:

28 The Responding Party objects to this Request, in whole or in part, on the

1 following grounds: Inadequate Description; Overbroad; Privacy; Unduly
2 Burdensome; Impermissible Discovery; and incorporates the Introduction, General
3 Objections, and [Responding Party's] Definitions, stated hereinabove (specifically
4 including, without limitation, the Responding Party's Objections to the Propounding
5 Party's Definitions and Instructions, with regard to any of the Defined terms utilized
6 in the Requests).

7 By way of explanation, this Request is, as to dates, duplicative of Special
8 Interrogatory No. 1. By "geographical places" the Responding Party will interpret
9 this as calling for naming of cities. Additionally, as to KSR and Washpoppin, this is
10 vague and ambiguous as to whom is referred to as "YOUR agent or employee."

11 Subject to the foregoing objection(s), but without waiving the same in whole
12 or in part, the Responding Party responds to this Request as follows:

13 The Responding Party offers to meet and confer with the Propounding Party,
14 through counsel, at any mutually convenient time and in accordance with the Local
15 Rules, to attempt in good faith to resolve informally any differences or disputes that
16 may exist between the parties with respect to this Request and the aforestated
17 objections, and insofar as counsel are able to resolve the parties' differences
18 successfully by stipulation, the Responding Party shall be ready, willing and able to
19 provide such other relevant and non-privileged information as is called for by the
20 Request, as interpreted or modified per the parties' stipulation after meeting and
21 conferring, within a reasonable time thereafter.

22 INTERROGATORY NO. 7:

23 IDENTIFY the total amount of sales of GBMV1.

24 RESPONSE TO INTERROGATORY NO. 7:

25 The Responding Party objects to this Request, in whole or in part, on the
26 following grounds: Inadequate Description; Overbroad; Confidential Information;
27 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
28 Introduction, General Objections, and [Responding Party's] Definitions, stated

1 hereinabove (specifically including, without limitation, the Responding Party's
2 Objections to the Propounding Party's Definitions and Instructions, with regard to
3 any of the Defined terms utilized in the Requests).

4 By way of explanation, this Request is vague and ambiguous in its reference
5 to "sales," in that it is not clear whether this asks for unit sales, dollar value of sales,
6 sales of different configurations or products including GBMV1, etc. For purposes of
7 this jurisdictional discovery, must be limited to sales taking place in, or purchases
8 known to have been made by residents of, California, and income received from
9 California residents.

10 Subject to the foregoing objection(s), but without waiving the same in whole
11 or in part, the Responding Party responds to this Request as follows:

12 The Responding Party offers to meet and confer with the Propounding Party,
13 through counsel, at any mutually convenient time and in accordance with the Local
14 Rules, to attempt in good faith to resolve informally any differences or disputes that
15 may exist between the parties with respect to this Request and the aforestated
16 objections, and insofar as counsel are able to resolve the parties' differences
17 successfully by stipulation, the Responding Party shall be ready, willing and able to
18 provide such other relevant and non-privileged information as is called for by the
19 Request, as interpreted or modified per the parties' stipulation after meeting and
20 conferring, within a reasonable time thereafter.

21 INTERROGATORY NO. 8:

22 IDENTIFY the total amount of sales of each single on GBMV1.

23 RESPONSE TO INTERROGATORY NO. 8:

24 The Responding Party objects to this Request, in whole or in part, on the
25 following grounds: Inadequate Description; Overbroad; Confidential Information;
26 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
27 Introduction, General Objections, and [Responding Party's] Definitions, stated
28 hereinabove (specifically including, without limitation, the Responding Party's

1 Objections to the Propounding Party's Definitions and Instructions, with regard to
2 any of the Defined terms utilized in the Requests).

3 By way of explanation, this Request is vague and ambiguous in its reference
4 to "sales," in that it is not clear whether this asks for unit sales, or dollar value of
5 sales. For purposes of this jurisdictional discovery, must be limited to sales taking
6 place in, or purchases known to have been made by residents of, California, and
7 income received from California residents.

8 Subject to the foregoing objection(s), but without waiving the same in whole
9 or in part, the Responding Party responds to this Request as follows:

10 The Responding Party offers to meet and confer with the Propounding Party,
11 through counsel, at any mutually convenient time and in accordance with the Local
12 Rules, to attempt in good faith to resolve informally any differences or disputes that
13 may exist between the parties with respect to this Request and the aforestated
14 objections, and insofar as counsel are able to resolve the parties' differences
15 successfully by stipulation, the Responding Party shall be ready, willing and able to
16 provide such other relevant and non-privileged information as is called for by the
17 Request, as interpreted or modified per the parties' stipulation after meeting and
18 conferring, within a reasonable time thereafter.

19 INTERROGATORY NO. 9:

20 IDENTIFY the total amount of profits, royalties and/or other compensation
21 YOU received from sales of GBMV1.

22 RESPONSE TO INTERROGATORY NO. 9:

23 The Responding Party objects to this Request, in whole or in part, on the
24 following grounds: Inadequate Description; Overbroad; Confidential Information;
25 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
26 Introduction, General Objections, and [Responding Party's] Definitions, stated
27 hereinabove (specifically including, without limitation, the Responding Party's
28 Objections to the Propounding Party's Definitions and Instructions, with regard to

1 any of the Defined terms utilized in the Requests).

2 By way of explanation, this Request is vague and ambiguous in its reference
3 to “sales,” and in its use of the terms “profits, royalties and/or other compensation.”
4 For purposes of this jurisdictional discovery, must be limited to sales taking place in,
5 or purchases known to have been made by residents of, California, and income
6 received from California residents.

7 Subject to the foregoing objection(s), but without waiving the same in whole
8 or in part, the Responding Party responds to this Request as follows:

9 The Responding Party offers to meet and confer with the Propounding Party,
10 through counsel, at any mutually convenient time and in accordance with the Local
11 Rules, to attempt in good faith to resolve informally any differences or disputes that
12 may exist between the parties with respect to this Request and the aforestated
13 objections, and insofar as counsel are able to resolve the parties' differences
14 successfully by stipulation, the Responding Party shall be ready, willing and able to
15 provide such other relevant and non-privileged information as is called for by the
16 Request, as interpreted or modified per the parties' stipulation after meeting and
17 conferring, within a reasonable time thereafter.

18 INTERROGATORY NO. 10:

19 IDENTIFY the total amount of profits, royalties and/or other compensation
20 YOU received from sales of each single on GBMV1.

21 RESPONSE TO INTERROGATORY NO. 10:

22 The Responding Party objects to this Request, in whole or in part, on the
23 following grounds: Inadequate Description; Overbroad; Confidential Information;
24 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
25 Introduction, General Objections, and [Responding Party's] Definitions, stated
26 hereinabove (specifically including, without limitation, the Responding Party's
27 Objections to the Propounding Party's Definitions and Instructions, with regard to
28 any of the Defined terms utilized in the Requests).

1 By way of explanation, this Request is vague and ambiguous in its reference
2 to "sales," and in its use of the terms "profits, royalties and/or other compensation."
3 For purposes of this jurisdictional discovery, must be limited to sales taking place in,
4 or purchases known to have been made by residents of, California, and income
5 received from California residents.

6 Subject to the foregoing objection(s), but without waiving the same in whole
7 or in part, the Responding Party responds to this Request as follows:

8 The Responding Party offers to meet and confer with the Propounding Party,
9 through counsel, at any mutually convenient time and in accordance with the Local
10 Rules, to attempt in good faith to resolve informally any differences or disputes that
11 may exist between the parties with respect to this Request and the aforestated
12 objections, and insofar as counsel are able to resolve the parties' differences
13 successfully by stipulation, the Responding Party shall be ready, willing and able to
14 provide such other relevant and non-privileged information as is called for by the
15 Request, as interpreted or modified per the parties' stipulation after meeting and
16 conferring, within a reasonable time thereafter.

17 INTERROGATORY NO. 11:

18 IDENTIFY all revenues from sales of tickets to events at which CARDI B
19 appeared in the State of California from January 1, 2016 through the present,
20 INCLUDING but not limited to the promotional tour for GBMV1 (the
21 "(Underestimated Tour").

22 RESPONSE TO INTERROGATORY NO. 11:

23 The Responding Party objects to this Request, in whole or in part, on the
24 following grounds: Inadequate Description; Overbroad; Confidential Information;
25 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
26 Introduction, General Objections, and [Responding Party's] Definitions, stated
27 hereinabove (specifically including, without limitation, the Responding Party's
28 Objections to the Propounding Party's Definitions and Instructions, with regard to

1 any of the Defined terms utilized in the Requests).

2 By way of explanation, this Request is vague and ambiguous in its reference
3 to "revenues." Irrelevant in so far as it refers to events at which the Responding Party
4 merely "appeared" (as opposed to performed, or events which featured the
5 Responding Party as a pre-arranged celebrity guest). For purposes of this
6 jurisdictional discovery, must be limited to events related to GBMV1.

7 Subject to the foregoing objection(s), but without waiving the same in whole
8 or in part, the Responding Party responds to this Request as follows:

9 The Responding Party offers to meet and confer with the Propounding Party,
10 through counsel, at any mutually convenient time and in accordance with the Local
11 Rules, to attempt in good faith to resolve informally any differences or disputes that
12 may exist between the parties with respect to this Request and the aforestated
13 objections, and insofar as counsel are able to resolve the parties' differences
14 successfully by stipulation, the Responding Party shall be ready, willing and able to
15 provide such other relevant and non-privileged information as is called for by the
16 Request, as interpreted or modified per the parties' stipulation after meeting and
17 conferring, within a reasonable time thereafter.

18 INTERROGATORY NO. 12:

19 IDENTIFY all profits that YOU or anyone on YOUR behalf earned from
20 events which CARDI B or YOU appeared and/or attended in order to promote
21 GBMV1.

22 RESPONSE TO INTERROGATORY NO. 12:

23 The Responding Party objects to this Request, in whole or in part, on the
24 following grounds: Inadequate Description; Overbroad; Confidential Information;
25 Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and incorporates the
26 Introduction, General Objections, and [Responding Party's] Definitions, stated
27 hereinabove (specifically including, without limitation, the Responding Party's
28 Objections to the Propounding Party's Definitions and Instructions, with regard to

1 any of the Defined terms utilized in the Requests).

2 By way of explanation, this Request is vague and ambiguous in its reference
3 to "revenues." Irrelevant in so far as it refers to events at which the Responding Party
4 merely "appeared" (as opposed to performed, or events which featured the
5 Responding Party as a pre-arranged celebrity guest). For purposes of this
6 jurisdictional discovery, must be limited to events taking place in California.
7 Additionally, as to KSR and Washpoppin, vague and ambiguous as to whom is
8 referred to as "YOUR agent or employee."

9 Subject to the foregoing objection(s), but without waiving the same in whole
10 or in part, the Responding Party responds to this Request as follows:

11 The Responding Party offers to meet and confer with the Propounding Party,
12 through counsel, at any mutually convenient time and in accordance with the Local
13 Rules, to attempt in good faith to resolve informally any differences or disputes that
14 may exist between the parties with respect to this Request and the aforestated
15 objections, and insofar as counsel are able to resolve the parties' differences
16 successfully by stipulation, the Responding Party shall be ready, willing and able to
17 provide such other relevant and non-privileged information as is called for by the
18 Request, as interpreted or modified per the parties' stipulation after meeting and
19 conferring, within a reasonable time thereafter.

20 INTERROGATORY NO. 13:

21 IDENTIFY all contracts RELATED TO GBMV1, INCLUDING but not
22 limited to recording, COVER ART, concerts, travel, costume, hair and makeup, non-
23 concert appearances, licensing, and/or merchandising from January 1,2016 through
24 the present.

25 RESPONSE TO INTERROGATORY NO. 13:

26 The Responding Party objects to this Request, in whole or in part, on the
27 following grounds: Inadequate Description; Overbroad; Confidential Information;
28 Privacy; Unduly Burdensome; Impermissible Discovery; CC 3294-3295; and

1 incorporates the Introduction, General Objections, and [Responding Party's]
2 Definitions, stated hereinabove (specifically including, without limitation, the
3 Responding Party's Objections to the Propounding Party's Definitions and
4 Instructions, with regard to any of the Defined terms utilized in the Requests).

5 By way of explanation, this Request is irrelevant, and for purposes of this
6 jurisdictional discovery may only relate to such contracts as were either executed in
7 California, to be performed in California, or entered into with persons known to be
8 residing in, or entities known to be domiciled in, California. Moreover, under the
9 Court's Order of May 3, 2018, this must exclude contracts with entities that merely
10 engaged in the online promotion, sale, and distribution of sound recordings such as
11 GBMV1, and that may happen to be organized, domiciled or located or doing
12 business in California

13 Subject to the foregoing objection(s), but without waiving the same in whole
14 or in part, the Responding Party responds to this Request as follows:

15 The Responding Party offers to meet and confer with the Propounding Party,
16 through counsel, at any mutually convenient time and in accordance with the Local
17 Rules, to attempt in good faith to resolve informally any differences or disputes that
18 may exist between the parties with respect to this Request and the aforestated
19 objections, and insofar as counsel are able to resolve the parties' differences
20 successfully by stipulation, the Responding Party shall be ready, willing and able to
21 provide such other relevant and non-privileged information as is called for by the
22 Request, as interpreted or modified per the parties' stipulation after meeting and
23 conferring, within a reasonable time thereafter.

24 INTERROGATORY NO. 14:

25 IDENTIFY the graphic designer(s) and/or photographer(s) who created the
26 COVER ART for GBMVI.

27 RESPONSE TO INTERROGATORY NO. 14:

28 The Responding Party objects to this Request, in whole or in part, on the

1 following grounds: Inadequate Description; Overbroad; Unduly Burdensome;
2 Impermissible Discovery; and incorporates the Introduction, General Objections, and
3 [Responding Party's] Definitions, stated hereinabove (specifically including,
4 without limitation, the Responding Party's Objections to the Propounding Party's
5 Definitions and Instructions, with regard to any of the Defined terms utilized in the
6 Requests).

7 By way of explanation, this Request is irrelevant. The identity of the graphic
8 designer and/or photographer is not a jurisdictional issue of fact, and was not among
9 the issues specified by the Court in its Order of May 23, 2018, as being properly the
10 subject of this jurisdictional discovery.

11 Subject to the foregoing objection(s), but without waiving the same in whole
12 or in part, the Responding Party responds to this Request as follows:

13 The Responding Party offers to meet and confer with the Propounding Party,
14 through counsel, at any mutually convenient time and in accordance with the Local
15 Rules, to attempt in good faith to resolve informally any differences or disputes that
16 may exist between the parties with respect to this Request and the aforestated
17 objections, and insofar as counsel are able to resolve the parties' differences
18 successfully by stipulation, the Responding Party shall be ready, willing and able to
19 provide such other relevant and non-privileged information as is called for by the
20 Request, as interpreted or modified per the parties' stipulation after meeting and
21 conferring, within a reasonable time thereafter.

22 INTERROGATORY NO. 15:

23 IDENTIFY all communications with the graphic designer(s) and/or
24 photographer(s) who created the COVER ART for GBMVI.

25 RESPONSE TO INTERROGATORY NO. 15:

26 The Responding Party objects to this Request, in whole or in part, on the
27 following grounds: Inadequate Description; Overbroad; Unduly Burdensome;
28 Impermissible Discovery; and incorporates the Introduction, General Objections, and

1 [Responding Party's] Definitions, stated hereinabove (specifically including,
2 without limitation, the Responding Party's Objections to the Propounding Party's
3 Definitions and Instructions, with regard to any of the Defined terms utilized in the
4 Requests).

5 By way of explanation, this Request is irrelevant. Communications with the
6 graphic designer and/or photographer are not a jurisdictional issue of fact, and were
7 not among the issues specified by the Court in its Order of May 23, 2018, as being
8 properly the subject of this jurisdictional discovery

9 Subject to the foregoing objection(s), but without waiving the same in whole
10 or in part, the Responding Party responds to this Request as follows:

11 The Responding Party offers to meet and confer with the Propounding Party,
12 through counsel, at any mutually convenient time and in accordance with the Local
13 Rules, to attempt in good faith to resolve informally any differences or disputes that
14 may exist between the parties with respect to this Request and the aforestated
15 objections, and insofar as counsel are able to resolve the parties' differences
16 successfully by stipulation, the Responding Party shall be ready, willing and able to
17 provide such other relevant and non-privileged information as is called for by the
18 Request, as interpreted or modified per the parties' stipulation after meeting and
19 conferring, within a reasonable time thereafter.

20
21 Dated: June 14, 2018

Respectfully Submitted,

22 **ALAN G. DOWLING, P.C.**

23
24 By: /s/ Alan G. Dowling

Alan G. Dowling

Attorney for Defendants

PROOF OF SERVICE

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1043 Pacific St., No. 1, Santa Monica, California 90405.

On June 18, 2018, I served the foregoing document, described as:
RESPONSE AND OBJECTIONS TO "PLAINTIFF'S FIRST SET OF SPECIAL INTERROGATORIES (JURISDICTIONAL) TO DEFENDANT WASHPOPPIN, INC."

on each of the interested parties in this action, by the following means:

 IF PERSONAL SERVICE: I placed the original [or] X a true copy thereof enclosed in a sealed envelope addressed as set forth on the attached Service List, and caused the same to be delivered via messenger by hand to the offices of the addressee. *[For Personal Service signature must be that of messenger.]*

X **IF SERVICE BY MAIL:** I placed the original [or] X a true copy thereof enclosed in a sealed envelope addressed as set forth on the attached Service List, and deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Santa Monica, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

 IF SERVICE BY FACSIMILE TRANSFER: On June 18, 2018, at or about a.m./ p.m. (i.e., between the hours of 9:00 a.m. and 5:00 p.m.), I transmitted by facsimile transfer ("fax") a copy of the foregoing document, from my fax machine the telephone number of which is (424) 238-5366, to each person ("fax recipient") indicated on the attached Service List on whom the foregoing document was thus served. The transmission was reported as complete and without error, and a copy of the transmission report so indicating was properly issued by the transmitting fax machine and is attached hereto. Service by fax is permissible in this action in that the parties thus served have agreed thereto and a written confirmation of that agreement has been obtained. The fax machine telephone number for the fax machine maintained by each fax recipient (and last given by each such person on any document which he or she has filed in this action and served on the party making this service) is as set forth on the attached Service List. I understand that (subject to the other provisions of C.C.P. § 1013 and C.R.C. Rule 2008) service by fax is complete at the time of transmission, i.e., at the time of receipt of the entire

1 document by the fax recipient's fax machine, and that service by fax that occurs
2 after 5:00 p.m. shall be deemed to have occurred on the next court day.

3 **COURTESY COPY SENT BY FACSIMILE TRANSFER ("FAX"):**
4 Concurrently with service by other means as indicated herein, I have also caused an
5 additional courtesy copy thereof to be transmitted by fax to said counsel, as
6 indicated on the attached Service List.

7 **COURTESY COPY SENT BY INTERNET ELECTRONIC MAIL**
8 **TRANSFER ("E-MAIL"):** In addition to the foregoing, I caused a courtesy copy
9 thereof to be attached to an E-mail message, and thus transmitted by E-mail, to the
10 lead opposing counsel indicated below, at the email address customarily used by
11 said counsel heretofore in this action for sending and receiving communications.

12 Executed on June 18, 2018, at Santa Monica, California.

13 **(Federal)** I declare under penalty of perjury under the laws of the United States
14 of America and the State of California that I am employed by the office of a member
15 of the bar of this Court at whose direction the service was made.

16 **X (California)** I declare under penalty of perjury under the laws of the State of
17 California that the above is true and correct.

18 Alan G. Dowling
19 ALAN G. DOWLING
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SERVICE LIST

Brophy v. Almanzar et al.

USDC, CD Cal, Case No. 8:17-cv-01885-CJC (JPRx)

Counsel and Party/Parties Represented:

A. Barry Cappello (CSB No. 037835)
abc@cappellonoel.com
Lawrence J. Conlan (CSB No. 221350)
lconlan@cappellonoel.com
Wendy D. Welkom (CSB No. 156345)
wwelkom@cappellonoel.com

CAPPELLO & NOËL LLP

831 State Street
Santa Barbara, CA 93101-3227
Telephone: (805)564-2444
Facsimile: (805)965-5950

Attorneys for Plaintiff

Service mailing address:

Lawrence J. Conlan, Esq.
CAPPELLO & NOËL LLP
831 State Street
Santa Barbara, CA 93101-3227

EXHIBIT R

Lawrence J. Conlan

From: Alan <agdowling@aol.com>
Sent: Wednesday, May 8, 2019 2:13 PM
To: Lawrence J. Conlan
Cc: Mandy Duong
Subject: Re: 17cv01885 CJC Brophy Jt Stip and Jt Request
Attachments: 17cv01885 CJC Brophy Jt Stip and Jt Request AGD revis 05 08 19.docx

Larry-

I've reviewed your proposed Stipulation, and made a number of changes, which are reflected in my revised version attached hereto. Please look them over and let me know if they are OK with you. (I will be out of state from June 5 to June 17, traveling to multiple cities, and have taken that into account in suggesting new dates.) If my version is OK, I will go ahead and filed the Stip as revised. If not, please send me your further revision, or comments (if that's more efficient).

With regard to your suggestion that we stipulate that you may revise the Complaint, I regret that, after considerable thought, I cannot agree to that. You never chose to amend when you might have done so as a matter of right, and have never previously sought leave from the Court to amend, including in your opposition to our original motions. There is no real question but that, in so far as a motion to dismiss for failure to state a claim attacks the facial sufficiency of the pleadings, you would likely, as a matter of course, be granted leave to amend to correct any facial defects, assuming the motion is granted, if that were the only issue. However, the issues of lack of subject matter and personal jurisdiction are another thing altogether. Those are based on the claims as pled in the original Complaint, but that is of no particular moment, since you have previously been given, and will again have, the opportunity to present all of your evidence in opposition to the motion on those grounds. It is therefore unnecessary to amend the Complaint prior to the renewal of that motion, and would only needlessly further delay the progress of the case. Should the Court decide to grant the jurisdictional motion once it is renewed, the Court will determine whether and in what respects you should be allowed leave to amend; should the Court deny the motion, it will likely be a moot point.

I will of course be happy to discuss with you a briefing and hearing schedule for the renewed motion to dismiss, so as to accommodate your own calendar, as well.

Do you have any idea when we may expect to receive the completed transcript of the most recent deposition(s)?

Best,

Alan G. Dowling
Alan G. Dowling, A Professional Corporation
1043 Pacific St., No. 1
Santa Monica, CA 90405-1474
Tele: 818 679 6395
Fax: 424 238 5366
Email: agdowling@aol.com
Website: www.alandowling.com

On May 8, 2019, at 11:15 AM, Lawrence J. Conlan <lconlan@cappellonoel.com> wrote:

Dear Alan,

Here is a working draft of a joint stip regarding scheduling. As I said at Cardi's deposition, we believe that sufficient evidence has been developed to establish personal jurisdiction over defendants in California, and to satisfy the amount in controversy requirement. I understood you to say at the time that you disagreed, but let me know if you've reconsidered your position.

If not, I suggest we discuss a schedule for me to file an amended complaint and then if you still believe grounds exist to move to dismiss, a briefing schedule for such a motion. I am available anytime today to discuss. The deadline to file our report is today.

Larry

<17cv01885 CJC Brophy Jt Stip and Jt Request AGD revis 01 27 19.docx>

EXHIBIT S

Lawrence J. Conlan

From: Lawrence J. Conlan
Sent: Thursday, February 14, 2019 1:25 PM
To: 'Alan'
Cc: Mandy Duong
Subject: RE: Brophy v. Belcalis Almanzar aka Cardi B, et al: Case No.: 8:17-cv-01885-CJC(JPRx)

Dear Alan,

You may or may not know that your client Cardi B inactivated (and possibly deleted) her Instagram account recently. If the account has been deleted we understand that all “photos, videos, comments, likes and followers” will be permanently deleted. We also believe that since the litigation has been filed, many of the older posts that we cited in opposing the motion to dismiss have been removed from her Instagram account. We also understand that the KSR Group LLC website has been altered since the litigation was filed to remove the “client roster” and other information.

We are writing to remind you and your clients of their evidence preservation obligations. See *Gatto v. United Air Lines, Inc.*, No. 10-cv-1090-ES-SCM, 2013 U.S. Dist. LEXIS 41909 (D.N.J. Mar. 25, 2013) (where the court ordered that the jury would be instructed on the “adverse inference of spoliation” because the plaintiff employee deleted his Facebook account during the pendency of his lawsuit against United Air Lines).

We hope that all of your clients have taken appropriate steps to otherwise preserve their electronic media. If they have not we will seek all available inferences and sanctions against them.

Thank you,
Larry

Lawrence J. Conlan | [Cappello & Noël LLP](#)
831 State Street | Santa Barbara, CA 93101
Tel: 805.564.2444 | Fax: 805.965.5950 | lconlan@cappellonoel.com

From: Alan <agdowling@aol.com>
Sent: Wednesday, February 13, 2019 1:33 PM
To: Lawrence J. Conlan <lconlan@cappellonoel.com>
Cc: Mandy Duong <mduong@cappellonoel.com>
Subject: Re: Brophy v. Belcalis Almanzar aka Cardi B, et al: Case No.: 8:17-cv-01885-CJC(JPRx)

Larry-

I have just been advised that they are actively working to get us deposition dates as soon as possible and that I should be advised of those shortly. I have also been advised of various categories of documents and information you requested that they say Cardi does not have at all, while they are actively gathering information and any documents responsive to the other categories, where she does have information. I'll continue to follow up.

I'm not going to get into a tit for tat, or finger pointing, regarding the timing and delays of this particular discovery. We've all been trying to get it done, and all been patient, but whatever's happened up to now is water under the bridge. The point is to get it done, and it appears we're finally close to doing that.

I will be sending you objections, in writing, to the depo notices you just sent, for the record and just so there is no assertion later that we waived any such objections.

BTW. I did not mean to imply that you deliberately picked a date that conflicted with my calendar. We merely failed to communicate on that part of it.

Best,

Alan G. Dowling
Alan G. Dowling, A Professional Corporation
1043 Pacific St., No. 1
Santa Monica, CA 90405-1474
Tele: 818 679 6395
Fax: 424 238 5366
Email: agdowling@aol.com
Website: www.alandowling.com

On Feb 11, 2019, at 4:39 PM, Lawrence J. Conlan <lconlan@cappellonoel.com> wrote:

Dear Alan,

As you'll recall, before we last stipulated to extend the discovery deadline again, you suggested I wait until after February 4, 2019 to notice her deposition in order to see if Ms. Almanzar would finally supply a date for her deposition, which we've been requesting from you for many months. Having heard nothing from you about her or your availability between February 4 and February 8, we selected a date and noticed her deposition per FRCP 26 and 30, in New York City, which is within the new discovery deadline.

I was not aware, and don't believe I was ever told, that there were dates in February on which you were not available prior to the new February 25 discovery deadline. It was only when I received your email below that I learned that the date we noticed may pose a problem.

I note that Ms. Almanzar visited LA again this weekend to attend the Grammy Awards in LA at the Staples Center on February 10. I also note that she has been in LA or California close to a dozen times since the Court allowed jurisdictional discovery, and that all the while we have been requesting deposition dates for her, but none have ever been proposed, in LA or NY.

We have been trying to work with you cooperatively for a long time get a date for Ms. Almanzar's deposition, as well as the documents we long ago requested, without success. I have no confidence that without a deposition date pending and a renewed document request pending we will ever receive any new dates from Ms. Almanzar. For now, I ask that you please secure a date for her deposition in LA on a

date when you and she are available. Once we have an agreement on that, we can serve an amended notice.

Thanks and call me if you want to discuss.

Larry

Lawrence J. Conlan | Cappello & Noël LLP
831 State Street | Santa Barbara, CA 93101
Tel: 805.564.2444 | Fax: 805.965.5950 | lconlan@cappellonoel.com

From: Alan <agdowling@aol.com>
Sent: Friday, February 8, 2019 5:11 PM
To: Mandy Duong <mduong@cappellonoel.com>
Cc: Lawrence J. Conlan <lconlan@cappellonoel.com>
Subject: Re: Brophy v. Belcalis Almanzar aka Cardi B, et al: Case No.: 8:17-cv-01885-CJC(JPRx)

Ms. Duong and Mr. Conlan,

I appreciate that it is your right to notice the depositions described below, and will of course not interfere with your right to proceed via notice instead of stipulation. In that regard, I also sincerely appreciate the patience you've shown as we all waited to see whether Ms. Almanzar would herself indicate available dates and a preferred location, hoping that she might find a convenient time in Los Angeles, as Shaft did. Unfortunately, we have not yet been able to obtain that information from her, and so you are proceeding via notice.

However, the date you have unilaterally selected and noticed poses a problem. Had you extended to me, personally, the courtesy of inquiring as to my own availability on the date you have unilaterally selected, before serving a notice, I would have told you immediately that I am otherwise engaged on the date indicated, and the day before (necessary for travel from LA to New York), so February 21 will not work. These depositions will therefore have to be rescheduled to a date after February 21 in all events.

I am personally available for the depositions to be conducted on Thurs February 28 or Friday March 1, or alternatively any day of the week of Monday March 11-15, or the following week of March 18-22. I presently have no information regarding Ms. Almanzar's availability. Obviously, I am willing to submit whatever stipulation for extension we may need to submit to the Court to make that feasible, to circumvent the current jurisdictional discovery deadline.

If you will be so kind as to confirm when, in those date ranges, you are available and on which particular date you would prefer to proceed, I will advise Ms. Almanzar's transactional counsel accordingly. In any event, I will advise them immediately that you have served a notice, and advise them of my available date ranges, to see if there is a particular date within those ranges when she is willing to make herself available for deposition in New York, or whether she can somehow arrange to appear voluntarily in Los Angeles instead.

Thanks, and I have every hope that we can cooperate to re-set and proceed with these depositions without having to resort to court proceedings.

Best regards,

Alan G. Dowling
Alan G. Dowling, A Professional Corporation
1043 Pacific St., No. 1
Santa Monica, CA 90405-1474
Tele: 818 679 6395
Fax: 424 238 5366
Email: agdowling@aol.com
Website: www.alandowling.com

On Feb 8, 2019, at 4:20 PM, Mandy Duong <mduong@cappellonoel.com> wrote:

Dear Mr. Dowling,

Please find attached the Notice of Deposition of Belcalis Almanzar and Person Most Knowledgeable of Washpoppin, Inc. scheduled for **February 21, 2019**. Should you have any questions, please feel free to contact our office.

Thank you.

Mandy Duong
Cappello & Noël LLP
831 State Street
Santa Barbara, CA 93101
Main Phone: 805-564-2444
Fax: 805-965-5950

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If you have received this message in error, please immediately notify the sender by e-mail mduong@cappellonoel.com. Thank you, your cooperation is appreciated.

<19.02.08, Brophy, Notice of Deposition of Becalis Alamanzar.pdf><19.02.08, Brophy, Notice of Deposition of PMK of Washpoppin Inc.pdf>

CERTIFICATE OF SERVICE

I, Lawrence J. Conlan, hereby certify that on August 20, 2019, I electronically filed the following document with the Clerk of the United States District Court for the Central District of California using the CM/ECF system, which shall send electronic notification to all counsel of record:

- **SUPPLEMENTAL DECLARATION OF LAWRENCE J. CONLAN IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO DISMISS [F.R.C.P. RULE 12(B)]**

/s/ Lawrence J. Conlan
Lawrence J. Conlan